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Public Deptt.

G.O. 1580 dt. 23.10.1880
(Confdl G.O.)

GOVERNMENT OF MADRAS.

PUBLIC DEPARTMENT.

23rd October 1880, No. 1580.

Mr. Gribble.

Read the following papers :—

No. 70. *From W. S. WHITESIDE, Esq., Collector of North Arcot, to the Chief Secretary to Government, dated Palmanér,* 21*st August* 1880, *No.* 98.

I have the honor to submit the following report for the consideration and orders of Government.

2. On the 30th ultimo the Zemindar of Punganúr wrote to me to say he wished particularly to see me on an important matter, and, on the following day, he came to Palmanér, and I had an interview with him. He then informed me that a matter had occurred which was causing him considerable anxiety, and he proceeded to explain that, in the month of May last, he received from Mr. J. D. B. Gribble, who was then at Ootacamund, a letter in which he informed the Zemindar that a company had been formed consisting of himself, Mr. Garstin, Colonel Shaw-Stewart, Colonel Beresford, &c.; that they considered it very probable that gold was to be found in the Punganúr Zemindari; and that, if that is the case, they would be able to form a company that would spend eight or ten lakhs of rupees amongst the Zemindar's people, and thereby profit him very much. To that end Mr. Gribble desired that the Zemindar should give to his company the exclusive right of mining in the Punganúr Zemindari for the period of fifty years, while the Zemindar should be paid the same royalty as the Government of India ask for similar grants, and should receive a yearly tribute. If the Zemindar agreed to this offer, Mr. Gribble promised that he would send a native friend who would explain matters to the Zemindar, and place before him the necessary papers for signature, in the absence of which people in England would not be induced to send out the money for gold mining.

3. The Zemindar took a few days to consider this proposition, and then received a second letter from Mr. Gribble from Ootacamund requesting an early reply to his former letter. The Zemindar then wrote, in reply, that it would be impossible for him to assign the exclusive right of mining throughout the whole Zemindari, because a large portion of it consists of Inam lands, the holders of which only pay a small annual jodi to the Zemindar, and have absolute control over their Inams; and it further did not appear, from Mr. Gribble's letter, whether the company he wrote about desired to mine in waste only or in arable lands, &c., and the terms of agreement, therefore, would be matter for careful consideration. In reply to this the Zemindar received a third letter from Ootacamund from Mr. Gribble informing him that the company only desired to search for stone containing gold in the waste lands of the Zemindari, and would make their own arrangements with the Inamdars and ryots as to compensation for digging on Inam and Putta lands; that the company was anxious to secure the exclusive right of mining in the Zemindari so as to prevent any others from interfering; and for that grant they were willing to pay the Zemindar the sum of Rs. 1,000 and to guarantee him in the future the same royalty as is paid to the Government of India.

4. The Zemindar proceeded to explain to me that he has known Mr. Gribble for several years intimately, and has every confidence in him as a friend, and as Mr. Gribble had asked him to make this agreement as a kindness to himself, he did not

like to refuse. He accordingly replied that, relying on Mr. Gribble's explanation, he was willing to agree to the offer then made him, and was prepared to sign the necessary papers.

5. The Zemindar heard nothing further for about six weeks, and he was then visited by Rama Rau, Tahsildar of Madanapalle, who informed him that he had come to him under instructions from Mr. Gribble about the assignment of his mining rights in the Zemindari to the company, about which Mr. Gribble had written to the Zemindar. He showed the Zemindar a Power of Attorney authorising him to obtain the Zemindar's signature to the deed he then laid before him. On perusing this document the Zemindar found that it was a lease to Colonel George de la Poer Beresford, his executors, administrators, and assigns of the Zemindar's rights of mining for minerals of all descriptions, throughout the Zemindari, for the term of 50 years. No mention was made in it of the sum of the Rs. 1,000 that Mr. Gribble had informed him the company were prepared to pay to the Zemindar for the permission to mine; but it was stated that the lessee would pay to the Zemindar a royalty on all minerals obtained at the same rate as that which may be hereafter charged, from time to time, by the Government of India on minerals of the same kind, and would also pay to the Zemindar reasonable compensation for all crops or buildings which may be damaged or destroyed, and for all lands that may be occupied in the course of mining operations.

6. The Zemindar told me that he was greatly surprised on perusing this document, and pointed out to the Tahsildar Rama Rau that its terms were by no means those which Mr. Gribble had informed him the company proposed to make with him. In the first place, it appeared that the lease was not to Mr. Gribble at all, but to an officer whom the Zemindar had never seen and did not know. Then there was no mention of the Rs. 1,000 that Mr. Gribble had distinctly named as the actual sum he was to receive for the grant of his mining rights. Further, Mr. Gribble had assured him that his company only intended to mine for stone containing gold in the waste lands of the Zemindari, whereas the lease tendered him for signature clearly contemplated the destruction of buildings, if thought necessary, and entry on arable lands even if actually under cultivation when possession was taken. The Zemindar said that he did not at all like to sign this document, and told Rama Rau so. Rama Rau assured him that the lease was all right; that it had been prepared by Mr. Gribble's orders, and the Zemindar might sign it without fear; that the question of the payment of the Rs. 1,000 was a mere matter of detail which could easily be arranged in a few days; and that the Zemindar must, above all things, avoid giving offence to Mr. Gribble by appearing to doubt the terms of the agreement that had been drawn up under his instructions. The Zemindar relying, as he says, with confidence on Mr. Gribble's friendship for him, and feeling sure that he would not recommend him to do anything that would be injurious to his interests, then consented to sign the document, and did so accordingly, but he told Rama Rau that he granted the lease very reluctantly.

7. As soon as he had signed the lease the Zemindar was invited by Rama Rau to have it formally registered before the Sub-Registrar of Punganúr, but the Zemindar then became alarmed and flatly refused to do anything of the kind. He again explained to Rama Rau the various points in the terms of the lease that caused him such anxiety, and said he could not think of consenting to the registration of the document until he was thoroughly satisfied that he was not acting to the prejudice of his own interests by entering into such an agreement.

Rama Rau, finding that the Zemindar was firm in his refusal to register the document, went away with it to Madanapalle, assuring the Zemindar that he would send the paper to Mr. Gribble, then at Nellore, and also inform him of all the Zemindar had said, and in due course would report any reply he might receive from Mr. Gribble. Not hearing anything further, the Zemindar, after about ten days, went into Madanapalle, and sent a message to the Tahsildar Rama Rau, who sent word to him in reply that he has forwarded the lease to Mr. Gribble, and had also written informing him of the objections that the Zemindar had raised, but that he had received no answer to his letter. The Zemindar told me that he then became very anxious when he reflected

that, without consulting any legal adviser, he had, in spite of the objections he felt, signed a document of an important nature, without valuable consideration of any kind, and in favor of a person who was unknown to him. He, therefore, determined to come to me at once and complain of what had occurred.

8. I found, on inquiry, that the Zemindar had entered into this agreement relying solely on his old friendship with Mr. Gribble, and upon the assurances contained in the letters he had received from that gentleman. He had taken no advice from any Vakil or Lawyer, and was wholly ignorant of the fact that large sums are now being paid to secure from the owners their mining rights in small portions of land believed to contain gold in the Wynaad and elsewhere.

9. The Zemindar is by nature extremely simple-minded and timid, and, while he is much dissatisfied with the terms of the agreement that he has been induced to execute, and very anxious to void it, he assured me repeatedly that he was desirous, if possible, in doing so, not to give offence to Mr. Gribble.

10. I explained to the Zemindar the nature of the agreement that the Government now make with persons who are desirous of taking up waste lands for mining purposes (of which he, till then, was completely ignorant); and I recommended him to take proper legal advice as to the steps that he could take to cancel the lease. The Zemindar then went away, promising to send me copies of the correspondence that had passed between him and Mr. Gribble and of the lease and Power of Attorney; and told me that when I visited Punganúr, as I was about to do in a few days for inspection of the sub-jail, sub-treasury, &c., he expected to be able to communicate to me the result of the reference that he had made to Mr. Gribble, and that until then he would abstain from taking further steps.

I received the copies, and went to Punganúr a few days later, and the Zemindar then informed me that he had had no reply of any kind from Mr. Gribble, and was most anxious to know what he ought now to do. I could, of course, merely recommend him to take legal advice, as he ought to have done at the first.

11. Apart, however, from the legal aspect of the case, the complaint that the Zemindar has made to me in person is of so peculiar and important a kind that I deem it to be my duty to report the whole matter for such consideration as the Government may deem necessary.

I forward herewith the copies of seven papers furnished to me by the Punganúr Zemindar.

ENCLOSURE No. 1.

SANDROCK, OOTACAMUND,
2nd May 1880.

MY DEAR RAJA,

I am very glad to hear that you and your family are in good health, and are enjoying the cool air of your pretty bungalow and beautiful garden.

I shall write home by this Mail for the paper that you require. I shall tell them to send the bill to you direct, so that you will know the proper address to which to send the money.

On the 30th April Mrs. Gribble was confined of a little girl. I had hoped for a son, but I suppose it is necessary to wait until it pleases God to send one. I think that you also waited with patience and then at last a son came. You will, I am sure, be glad to hear that Mrs. Gribble and the baby are doing very well.

Some years ago I spoke to you about the possibility of there being some gold found in your Zemindari. I belong to a small company consisting of a few friends, viz., Mr. Garstin, Colonel Shaw-Stewart, Colonel Beresford, &c. We have obtained a concession from Mysore, from Kangoondy, and from Kistnagherry, where we have found land which has probably gold in it. We think it is very possible that gold may be found in your Zemindari, although we cannot be sure. If there is gold to be found there, we should be able to form a company which would come and spend at least ten lakhs of rupees amongst your people. This would be of considerable value to your estate. What I want you now to do is to agree to give to us the exclusive right of mining in Punganúr for fifty years. We will agree to give you the same royalty as the Government of India are asking for similar grants; and I will see that the documents are so

made out that you are recognised as the Raja of the country, and that the company has to pay you a yearly tribute. If you agree to this, I shall consider it as a favor towards myself, and I will send you a native friend who will explain every thing, and will give you the necessary papers to sign. It will be necessary to sign papers, because without these we cannot get the people in England to send out the money.

I am anxious to see you, and hope that I shall soon have the pleasure of meeting you. If you were to come to Ootacamund now, I might perhaps be able to introduce you to the Maharaja of Mysore, and ask him to do something for your son when he gets older. But if you come you should come soon, as I may have to go to Nellore at the end of this month if I do not get the leave I have applied for.

I hope you will always continue to write to me of your good health, and that you will always believe me to be

Your friend,
(Signed) J. D. B. GRIBBLE.

ENCLOSURE No. 2.

OOTACAMUND,
11th May 1880.

MY DEAR RAJA,

You will be glad to hear that we are all in good health. On the 30th April Mrs. Gribble was confined of a little girl, but by the blessing of God both she and the baby are doing very well.

I trust that you and your family are in good health, and that you will write me a letter to that effect.

I hope you received my letter about the mining for gold and other metals in your Zemindari. If convenient to you I should be glad to receive an answer when you have leisure to write one.

ENCLOSURE No. 3.

PUNGANUR,
19th May 1880.

To
J. D. B. GRIBBLE, Esq.

SIR,

I have received your two letters, dated 2nd and 11th instant, and have come to understand their contents. I am very glad to hear that you and your family are in good health, and that Mrs. Gribble was confined of a little girl on the 30th ultimo, and that both she and the baby are doing very well. I am always praying to God for a son to you.

I am much obliged for the trouble you took in writing home for the papers I required.

If the company of mining for gold were to come here and grant me an annual tribute, it would, of course, be of considerable value to my estate; but my Zemindari is not like the other Zemindaris, as it consists of many Inam villages and Inam lands upon which the land-holders paying me a slight jodi, &c., are enjoying the same. So I shall have nothing to do with such lands. I believe I cannot agree to give to your company the exclusive right of mining in the whole of my Zemindari. If it is known in what sort of land such mining will take place, whether ayacut or barren, or in the forts or mountains of this Samastanam, it would require consideration as to the agreement on the subject; but it is, however, impossible for me to give the exclusive right for the purpose in question in the whole of my Zemindari.

I have a great desire to come to Ootacamund and see you and your family, but regret to say that I cannot at present do so, as I am far from well, and my children also get fever now and then, and moreover the nuptial marriage of one of my daughters is to take place shortly.

I hope you will always continue to write to me of your and your family's good health and prosperity. I have no more to write than that I am yours

Most Sincerely,
(Signed in Telugu) RAJA SANKARA RAYAL,
Zemindar of Punganūr.

ENCLOSURE No. 4.

OOTACAMUND,
21st May 1880.

MY DEAR RAJA,

I was glad to receive your letter and to learn that you are quite well. I am glad to say that I and my family are also well.

Regarding the mining rights I want you to grant to our company, all we want you to do is to give us leave and permission to dig for stones containing silver, copper, gold, &c., in your land; of course, as far as the Inamdars are concerned we must make our own arrangements with them for compensation, &c. All we want you to do is to give us the same permission as the Government of India give, and to pay you the same royalty. We want you to give us this right so as to prevent any one else coming in; and if you can do so, I shall consider it a favor to me. If you will do this, I will send you the necessary deed for signature.

We do not wish to look for treasure in the ground, but simply for stones. Perhaps there are no such stones in your Zemindari; if so, it will be our bad luck. We should be willing to pay Rs. 1,000 for the permission; and if we find the stones we want, to pay you the same per-centage on our profits as is paid to the Government of India. You would simply give us the right to dig in your waste land, and we should have to make the arrangements with the ryots and Inamdars to dig upon the ayacut land.

I shall remain here until the end of June. Please write to me soon and inform me of your health and of your wishes in this matter.

I remain,
Your friend,
(Signed) J. D. B. GRIBBLE.

ENCLOSURE No. 5.

To
J. D. B. GRIBBLE, Esq.

PUNGANUR,
2nd June 1880.

MY DEAR SIR,

Yours of the 21st ultimo is to hand. I am glad to learn that you and your family are well, and to say that I and my family are also in good health.

In case of your company making your own arrangements with the Inamdars and ryots for compensation, &c., I have not the least intention to act contrary to your wish, and so I am glad and ready to grant to your company leave and permission to dig for stones containing silver, copper, gold, &c., in my own lands of my Zemindari. I therefore request you will be pleased to send me the necessary deed for signature. As your mining company would remain here for a long time for the purpose in question, I hope and trust that you will be so good as to make before hand the necessary arrangements that no injury or loss may happen either to me or to my ryots, and that no enmity of any kind may arise at any time.

In conclusion, I request to state that I have nothing more to tell on the subject to you who, I am quite sure, would always look towards my own and my ryots' benefit and prosperity.

I remain,
My dear Sir,
Yours Sincerely,
(Signed in Telugu) RAJA SANKARA RAYAL,
Zemindar of Punganúr.

ENCLOSURE No. 6.

Know all men by these presents that I, George de la Poer Beresford, residing at Madras, in the East Indies, do hereby constitute and appoint Tadimarry Rama Rau, Tahsildar of Madanapalle, my true and lawful attorney for me and on my behalf and in my name to apply to the Zemindar of Punganúr in the District of North Arcot, and obtain from him a lease to me, the said George de la Poer Beresford, of the exclusive right of mining and working for minerals on and in the lands comprising the property of the said Zemindar, and also in my name for me and on my behalf to sign and execute any grants, leases, agreements, or any other documents for the purpose of evidencing the terms upon which the said Zemindar grants or leases such mining rights to me and also such grants, leases, or agreements to present for registration in accordance with the law, and the said George de la Poer Beresford do hereby ratify and confirm and for myself, my executors, and administrators and assigns agree to ratify and confirm all and whatsoever my said attorneys shall do or cause to be done in or about the premises by virtue of these presents. In witness whereof I, the said George de la Poer Beresford, have hereunto set my hand and seal this eighth day of July one thousand eight hundred and eighty.

(Signed) G. DE LA P. BERESFORD, Colonel.

No. 62.

Executed in my presence this 8th day of July 1880. Colonel G. de la P. Beresford who is personally known to me.

(Signed) *Acting Registrar of Madras.*

The Seal of the Registrar of Madras.

(True Copy.)

ENCLOSURE No. 7.

Lease made between Raja Sugatoor Immady Sankara Rayal Yesonuntha Bahadoor, Zemindar of Punganúr, in the District of North Arcot, in the Presidency of Madras, and George de la Poer Beresford, a Colonel in the Madras Staff Corps, residing at Madras. Witnesseth that in consideration of the royalty hereinafter reserved the said Raja Sugatoor Immady Sankara Rayal hereby grants unto the said George de la Poer Beresford, his executors, administrators, and assigns exclusively for the term of fifty years all minerals being on and in the lands comprising the Zemindari of Punganúr the same being bounded on the north by the District of Cuddapah, on the south by the District of North Arcot, on the east by the said Districts of North Arcot and Cuddapah, and on the west by the said District of North Arcot and the Province of Mysore with the right of entry at all times on the said lands for the purpose of working, mining for, and obtaining all minerals therefrom. All temples, shrines, and other holy places are hereby excepted and expressly reserved unto the said Raja Sugatoor Immady Sankara Rayal, and the said George de la Poer Beresford, his executors, administrators, or assigns shall not enter thereon for the purpose of any mining operations. The said George de la Poer Beresford his heirs, executors, administrators, and assigns shall pay to the said Raja Sugatoor Immady Sankara Rayal, his heirs, executors, administrators, representatives, successors, or assigns a royalty on the value of all minerals obtained by him or them at the same rate as that which may hereafter be from time to time charged by the Government of India on minerals of a like description. The said George de la Poer Beresford, his executors, administrators, or assigns shall likewise pay to the said Raja Sugatoor Immady Sankara Rayal, and his heirs, executors, administrators, representatives, successors or assigns reasonable compensation for all crops or buildings which may be damaged or destroyed in such mining operations and for all land occupied by him or them for the purposes aforesaid according to the rates charged by the Government of Madras. The said George de la Poer Beresford, his executors, administrators, and assigns shall not in any way molest or interfere with the rights and liberties of ryots and Inamdars holding land in the said Zemindari, but shall in every case make terms with such ryots or Inamdars for the cession of such rights to the said George de la Poer Beresford, his executors, administrators or assigns. As witness the hands of the said Raja Sugatoor Immady Sankara Rayal and the said George de la Poer Beresford this 16th (sixteenth) day of July one thousand eight hundred and eighty.

(Signed) రాజా సూగటూరు.
యిమ్మిడి శంకరరాయల్,
యెశువంతబహదురువారు.

Witness to the signature of the said.

(Signed) ఇంజేటి ఒబన్నసాక్షి.
(,,) బొక్కసం నారాయణరావుసాక్షి.

Witness to the signature of the said George de la Poer Beresford. } (Signed) TADIMARRY RAMA RAU.

(Signed) లాల్ మహమ్మదు సాక్షిరుజువు.
(,,) నారాయంతు శ్రీనివాసరావు.

No. 1663.

Transferred to the Revenue Department.

OOTACAMUND,
25th August 1880.

(Signed) R. DAVIDSON,
Chief Secretary.

Forwarded, in original, to Mr. Gribble for report whether he admits the correspondence. He is free to offer any remarks he thinks proper.

OOTACAMUND, (Signed) C. G. MASTER,
30*th August* 1880. *Secretary to Government, R.D.*

No. 71. *From W. S. WHITESIDE, Esq., Collector of North Arcot, to the Chief Secretary to Government, dated Palmanér, 7th September* 1880, *No.* 107.

In continuation of my letter, dated 21st ultimo, No. 98, I have the honor to forward herewith copy of the opinion of Mr. Rowlandson, LL.B., Solicitor, Madras, given by him on the correspondence laid before him by the Zemindar of Punganúr in the matter of the lease obtained by Colonel Beresford and company for mining gold, &c., in his estate. The Zemindar has informed me that he is now taking the necessary steps, through Mr. Rowlandson, to cancel the lease.

2. I beg to add that, since writing my letter above referred to, I have had reliable information to the effect that the same company have obtained similar leases from the Rajas of Kalahasti in this district and Venkatagiri in the Nellore District for mining silver and copper in their estates. I am not, however, aware of the terms of those leases.

ENCLOSURE No. 1.

OPINION.

I have carefully perused and considered the copies of a correspondence between the Zemindar of Punganúr and Mr. J. D. B. Gribble, of the Madras Civil Service, and the copies of a lease in favor of Colonel Beresford and of a Power of Attorney executed by him to the Tahsildar of Madanapalle, which were submitted to me by Vakil Narayana Rau on behalf of the Zemindar.

There can be no doubt that the lease, as executed in Colonel Beresford's favor, does not answer to the description which is given to it in Mr. Gribble's letters. Both in his tentative letter of 2nd May and in his definite proposals of 21st May, Mr. Gribble makes reference to the terms upon which the Government of India grants land for mining purposes. These terms are to be found in a Supplement to the *Fort St. George Gazette*, published on the 8th June 1880, where we find the Secretary of State writing to the Government of India that they may "authorise the Government of Madras to grant gold-mining leases of Government lands, in lots of from 1 to 30 acres, for terms of ten or twenty years, at a rent of Rs. 5 per acre, on condition that not less than five laborers per acre are regularly employed on *bonâ fide* mining operations, in such manner as Government may approve."

As Mr. Gribble's letter of the 21st May must be taken as superseding and cancelling his letter of 2nd May, it follows that the Zemindar had a right to suppose that the lease he was asked to grant to the confederates as a favor to Mr. Gribble would be drawn up, as far as possible, in the same terms as a mining lease from Government.

For granting such a lease Mr. Gribble promises to give the Zemindar rupees one thousand (1,000),—a transaction recognised by English lease-hold law and by Indian usage and custom.

Mr. Gribble undertakes also to prepare the "necessary deed for signature,"—an offer which the Zemindar accepts, placing, as he explains in his letter of 2nd June, perfect faith in Mr. Gribble's *bona fides*.

Instead, however, of a lease based on the terms quoted above from the *Fort St. George Gazette*, a deed was submitted for the Zemindar's signature, which comprises terms far more advantageous to the lessee. This lease is expressed to be made for fifty years, whereas twenty years is the longest lease contemplated by Government; it gives mining rights over the whole area of the Zemindari, instead of over "lots of from 1 to 30 acres;" the rate of a royalty to be paid is nowhere fixed even alternatively; and the condition as to the rates of labor to area which is stipulated for by the Government is here entirely ignored.

I understand that the variation between the terms of the lease submitted to him and those upon which the Government is granting gold-mining leases was never brought to the notice of the Zemindar, and that he signed the document relying on Mr. Gribble's undertaking and his own stipulation that it should be in order and for the benefit of himself and his ryots.

Under these circumstances I am of opinion that the Zemindar, both in justice to himself and in consideration of the interests of his family and his ryots, ought to take steps to have the lease executed in favor of Colonel Beresford declared void.

I am not asked to express any opinion as to the propriety of Mr. Gribble's conduct in the matter, but am instructed by the Vakil that the Zemindar, whilst wishing to repudiate the lease which he signed without proper consideration and advice, is also anxious to remain on friendly terms with Mr. Gribble.

I advise, therefore, that the Zemindar should formally empower me as his Solicitor to prepare a lease in the terms (so far as may be) of the mining leases granted by Government, and to tender such lease for acceptance in lieu of that granted to Colonel Beresford, claiming at the same time the "fine" of Rs. 1,000 promised by Mr. Gribble. In the event of such altered lease being refused, the matter should at once be pressed into Court lest the interests of third parties should be prejudiced.

MADRAS,
18th August 1880.

(Signed) F. ROWLANDSON, LL.B.,
Solicitor.

(True Copy.)

W. S. WHITESIDE,
Collector.

No. 1774.

Transferred to the Revenue Department in continuation of endorsement, No. 1663, dated 25th August 1880.

OOTACAMUND,
10th September 1880.

R. DAVIDSON,
Chief Secretary.

No. 72. *From J. D. B. GRIBBLE, Esq., Acting District Judge of Nellore, to the Secretary to Government, Revenue Department, Ootacamund, dated—September* 1880.

I have the honor to reply to your memorandum, dated 30th August 1880, on Mr. Whiteside's original letter, No. 98, dated 21st August.

2. The South Indian Prospecting Association, of which I have, for some considerable time, been a member, wanted to explore the Zemindari of Punganúr. The only reason they had to suppose that gold might be there was that the Zemindari lies due north of Kolar where gold has been discovered. Most of the reefs run north and south, and therefore it was supposed possible that there might be gold in Punganúr. Punganúr Zemindari, however, includes some one thousand square miles of rocky, wild country, and a thorough exploration of this tract would cost money and time. It was known that I had known the Punganúr Zemindar for a long time, and I was asked to write and ask him if he would give to the Association the exclusive rights of mining, as they did not wish to incur what might prove to be a considerable expenditure, unless they should get the benefit. I consented and wrote to the Zemindar. He replied, saying that personally he had no objection, but that a large part of his Zemindari consisted of Inam and private lands over which he had no control. I told him that the Association would make its own terms with such people, and all that was wanted was the exclusive right. The Association was prepared, I told him, to pay the same royalty as would be imposed by the Government of India on mining concessions, and, if he wished, would also be willing to pay a lump sum, or a yearly tribute. I told the Zemindar the names of the different members of the Association, and amongst others mentioned my own, so that he might know who he had to deal with. He replied that he had no objection to give the concession asked, and after communicating this to the Trustee in Madras, I told the Zemindar that the Trustee would send up the usual form of lease to be signed, and that a Power of Attorney would be sent to Rama Rau to sign the lease on behalf of the Trustee. From that time to this I have never heard from the Zemindar. I heard from Rama Rau, who said that the Zemindar had signed the lease, and no mention whatsoever was made of the Zemindar making any objections to the terms of it. Rama Row, however, did say that the Zemindar considered it

beneath his dignity to go to the Sub-Registrar's office to register the document because of some petty quarrel or misunderstanding. This letter I sent to the Trustee suggesting that the money should be sent to the Zemindar, who, on payment of the required fee, could demand the attendance of the Sub-Registrar in his own house. This is all I know about the matter.

3. The Zemindar has never been in official relations with me, nor is he likely to be, and I did not suppose that there could be any harm in asking him to give the Association mining rights in return for the same royalty as the Government of India may impose. It is quite possible that there is nothing of any value in the Zemindari. Up to the present time the Association have no knowledge of the existence of any reef whatsoever. Of course, however, the Association could not be expected to spend money unless they could get whatever minerals might be found for themselves. As regards the lease itself, I have never seen it, and do not know whether a sum of Rs. 1,000 was entered or not. I know that I suggested the payment of such a sum, but I believe it is quite possible that it may not have been entered, as the Association are, I understand, considering whether in such cases it would not be more advantageous to offer land-holders a certain amount of shares in each Company started.

4. I am surprised that my old friend Mr. Whiteside should have taken the somewhat unusual step of referring this matter to Government. Had he written to me and told me any one of the objections which he now says the Zemindar entertains to the lease in question, I should have told him that the whole matter is so problematical, and there is so much uncertainty as to whether gold could be found there or not, that if the Zemindar in any way objects, the Association would let the whole matter drop, as I know that the Trustee was in considerable doubt whether it would be worth while to expend any money in prospecting the country.

5. If I was wrong in writing to the Zemindar and in placing him in communication with a regularly-organized Association, of which I am a member, I can only express my deep regret that I did not at the time conceive that there could be any thing wrong in so doing.

6. I cannot help thinking that some unnecessary color has been put on my action, and I believe that the whole thing has arisen out of the quarrel between the Zemindar and the Sub-Registrar, and the reluctance of the former to go to the latter's office. Of course, in order to be of any value the deed must be registered. I do feel hurt that Mr. Whiteside should never have told me of any of these objections. If he had done so, I should certainly have not pressed the matter at all; and I do think also that it was scarcely proper to get the Zemindar to give him copies of my private correspondence in order to make the case against me stronger. Mr. Whiteside could not have supposed that I should have attempted to deny having written letters which I wrote in perfect good faith and without the remotest idea that I was doing anything wrong.

I return the original letter of Mr. Whiteside.

No. 73. *From Veterinary Surgeon F. G. SHAW, to the Secretary to Government, Revenue Department, dated Ootacamund, 7th September* 1880.

As Managing Trustee to the South Indian Prospecting Association Mr. Gribble has sent me the enclosed to forward to you.

2. Should any further information be required, I can, if so desired, send to Madras to our Solicitors for the deed, which will show our *bona fides* in the matter of acquiring the mining rights alluded to.

3. Mr. Gribble, knowing the Zemindar, was deputed by us to negotiate the concession for mining rights which we are about to make over to a Company in England. The original Trust stands in the name of Colonel Beresford, who made it over to me when exception was taken to his taking an active part in the management, and to avoid expenses of transfer and drawing up fresh documents the papers remain in his name.

No. 74. *From J. D. B. GRIBBLE, Esq., Madras Civil Service, to the Secretary to Government, Revenue Department, dated Nellore, 20th September* 1880.

With reference to my letter of the 3rd instant, I beg to state that I inadvertently omitted to notice one point in Mr. Whiteside's letter, which the Trustee to the Association has since brought to my notice.

2. In his letter Mr. Whiteside says that I mentioned Mr. Garstin as a member of the Association. If I did so, it was a mistake. It was at the time contemplated to invite Mr. Garstin to join the Association, and I thought he had done so. I am informed that Mr. Garstin is not, and never has been, a member, and I therefore erred if I mentioned his name amongst others.

No. 75. *From Veterinary Surgeon F. G. SHAW, to the Chief Secretary to Government, dated Ootacamund, 1st October* 1880.

In reply to your letter marked confidential, dated 30th September, just received, I have the pleasure to hand you, for the information of His Grace the Governor in Council, the names of the gentlemen forming the South Indian Prospecting Association.

South Indian Prospecting Association.

J. Hunter-Blair	..	..	Retired M. C. S.
A. Lindsay	..	..	„ Madras Army.
J. L. Pearse	..	..	„ „
J. Shaw-Stewart	..	..	R. E.
(Late) J. Miller	..	..	Barrister-at-Law.
W. McTaggart	..	..	Subaltern, 14th Hussars.
G. D. Beresford	..	..	M. S. C.
J. D. B. Gribble	..	..	M. C. S.
M. F. Laville	..	..	Mining Engineer.
A. H. Anderson	..	..	Planter.
F. G. Shaw	..	..	Madras Army.

No. 76. *From Veterinary Surgeon F. G. SHAW, to the Secretary to Government, Revenue Department, dated Ootacamund, 11th October* 1880.

Will you be so good as to inform His Grace the Duke in Council that the South Indian Prospecting Association have cancelled the Punganúr Lease and that Messrs. Barclay and Morgan, our Solicitors, have been instructed by telegram to inform Mr. Rowlandson, the Zemindar's Solicitor, such.

No. 77. *Minute by the Hon. W. HUDLESTON, dated 11th September* 1880.

The standing rule on the subject is contained in the Secretary of State's despatch, 31st May 1862, viz., "I see no objection to the servants of Government holding shares in Mining or other Companies having for their object the development of the resources of the country, and the only restriction I think it necessary to impose is that public servants shall take no part in the management of such institutions, and shall not be employed in the district where the operations of the Company may be carried on."

By despatch of 25th November 1862 the same rules were made applicable to the case of Agricultural Companies in Native States. While the direct individual holding of land in such States by Covenanted Civilians or Military Officers was "viewed with disapproval" (see our Revenue Proceedings, 12th February 1863).

2. I think it would be well to republish these Proceedings in the Gazette and draw special attention to the rules.

3. Mr. Gribble's direct intervention "to negotiate the concession of mining rights" in Pungamúr, as expressed by Mr. Shaw, was, I consider, a decided violation of the spirit of the injunction against "taking part in the management" of the Company in which he is a shareholder, the prohibition including, I consider, all or any executive action, and the manner in which he did so was, I think, indecent and most objectionable, urging, as he did, personal considerations on the Raja to induce the concession. His delegation of the Tahsildar of Madanapalle to obtain the execution of the lease was also most objectionable, but I suppose the man is a shareholder in the Company.

4. I would very strongly condemn Mr. Gribble's conduct in the matter, and say that he has incurred the serious displeasure of Government and forfeited their confidence.

5. I do not see that the Zemindar has suffered, or is likely to do so, and I see no need to interfere on his behalf.

W. HUDLESTON.

No. 78. *Minute by the Hon. D. F. CARMICHAEL, dated 21st September 1880.*

I am of opinion this matter would be inadequately disposed of by the instruction I understand my colleague, the Hon. Mr. Hudleston, to propose; viz., "very strongly to condemn Mr. Gribble's conduct in the matter, and say that he has incurred our serious displeasure and forfeited our confidence." I would go further: Mr. Gribble should, I consider, be suspended from office pending the decision of the Secretary of State as to the measure of punishment his misconduct has incurred.

2. As to Civil Servants, the old Rule stands in express terms that, "no Judicial or Revenue Officer shall be concerned, directly or indirectly, in any commercial transactions." Some twenty years ago, a discussion arising how far holding shares in Mining or other similar Companies in India came within the prohibition—the Secretary of State was pleased to decide that, "as a general rule there is no objection to it:" the only restriction imposed being that such public servants "shall take no part in the management, and shall not be employed in the districts where the operations of the Company may be carried on."

Section XIII, Regulation II, 1802.
" LXIV, " II, 1803.

Secretary of State's despatch, Public Department, No. 46, dated 31st May 1862, to the Governor-General in Council.

3. It is impossible to argue that Mr. Gribble's conduct is sheltered under the foregoing concession. He appears to be an active Projector of a Company called the "South Indian Prospecting Association." We always believed, from applications that have been made to us for leases, that the Society consisted of a few Military Officers, and that the scope of their operations in this Presidency was inconsiderable. But now it would seem that it has made wholesale terms with the Zemindars of four very extensive estates, comprising an aggregate area about equal to North Wales. Was this before or after Mr. Gribble joined the projectors? Mr. Canning's facetious translation of *ægrotat* I care not a groat, *animo* any more, *magis* for a major, *quam* than, *corpore* for a corporal, pretty much expresses the degree of attention which a Zemindar would give to the unsupported application of a Military Officer; but show the same man that a Civilian is in it, and he becomes your very humble servant. Mr. Gribble knew this when he dangled his own name and that of another gentleman (who, however, never after all joined the Association) as interested in the venture.

4. Putting aside, however, the relaxation which removes "shares in a Company" from the category of prohibited trade, it is certain that *pecuniary dealings* between Natives and Civil Servants are, and always have been, absolutely forbidden; and the term is held to comprise "every transaction in which profit to a public servant is in view;" while the conduct of officers will be judged in each case by the general substance and spirit of the order. Mr. Gribble

Standing Orders No. 243 (Maclean's Edition).

has palpably violated *this* rule, and it is idle for him to show the absence of official relations with the particular Zemindar on whom he pressed the negotiation. He *might* be the Collector there any day, and he is now the Judge of Nellore, comprising Venkatagiri, another of the Association's leases: the Zemindar is a notorious litigant, and having at the present moment more than one very heavy suit on the files of the District Court. Note, finally, that Mr. Gribble has employed as his go-between, for the concluding act of the drama, a Tahsildar, who was his immediate subordinate at the time when he, Mr. Gribble, being Sub-Collector of Cuddapah, made the acquaintance of the Punganúr Zemindar, whose estate in North Arcot marches with that Sub-Collectorate.

5. His case, I consider, can only be fitly decided by the Secretary of State.

6. Veterinary Surgeon Shaw, who hands in Mr. Gribble's letters, and expresses his readiness to give us any further information, should be asked for the names of all Government servants, who are or have been members of the South Indian Prospecting Association; particularising the leases in which each has been or is interested.

D. F. CARMICHAEL.

No. 79. *Minute by His Grace the GOVERNOR, dated 22nd September* 1880.

These papers raise a very serious general question—Is it admissible, or to be tolerated, that Civil Servants in active employ should be seeking and obtaining concessions from Zemindars, &c., of mining, or other rights? Should become concessionaries of rights over land and people in the country over which they are employed to carry on the Government? I hold that it is not; and if it is, it should not be.

To allow it must destroy confidence in the impartiality of such officers, in the minds of the people, and sap the foundations of Government itself. No officer once allowing himself to obtain a concession, or to attempt to bargain for one, can avoid being drawn into competition with, or rivalry, with other applicants; or hold that position of entire independence and impartiality towards all the people of the districts concerned, which is essential to the good fame of the English Government and the influence of its officers.

To invest in shares of established Companies is one thing, to seek to obtain a concession for the purpose of speculating in the possible sale of the privileges obtained, or the getting up of a Company, is a very different thing.

This distinction was fully realized by the Secretary of State in the rule laid down that public servants should "take no part in the management . . . . . . ;" and the Secretary of State went further and said, "shall not be employed in the district where the operations of the Company may be carried on."

Now, in the present case Mr. Gribble has clearly violated the first restriction; for what can be more directly taking part in the management, than to arrange and negotiate for leases of rights by use of which the Company's operations are to be carried on? Mr. Gribble is now Acting Judge in Nellore; if the Company has any rights, or obtained any concessions in Venkatagiri, he cannot be employed in, and must be at once removed from, the district, and he is, in fact, barred from employ in Nellore, North Arcot, Cuddapah, and possibly others in which the Company is operating. But besides these breaches of rule, Mr. Gribble's conduct of the negotiation with the Zemindar is to my mind of an highly improper character. The lease is not in accord with the letters, the lease in terms is directly calculated to deceive the Zemindar. The Secretary of State had notified that no royalty would be levied on gold, yet Mr. Gribble says, "the same royalty as the Government of India are asking for similar grants," and the lease follows the letter in this respect, but it does not add, nor does Mr. Gribble explain to the Zemindar, that no royalty will be tenable under this condition. The lease binds the lessees to no rent. Again Mr. Gribble says, "to pay you the same percentage on our profits as is paid to the Government of India," which

Letter No. 1.

Letter No. 4.

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is *nil*. The lease stipulates only for a royalty, the lease is not made to Mr. Gribble, but to a Military officer, it is said, as Trustee for the Company, and that Company, if the lease be not voided, has obtained the exclusive right of mining for all minerals upon all lands in the Zemindari except temples, shrines, and holy places. It would empower the Company to mine under the Raja's own house, paying merely compensation for damage to the building. Whether the Raja got the rupees one thousand, or not, is not very clear, but Mr. Gribble, in letter of 21st May, distinctly says, "We should be ready to pay Rs. 1,000 for the permission," but in letter, undated, forwarded in Mr. Shaw's letter of 7th September, says, "The Association are considering whether it would not be more advantageous to offer land-holders a certain amount of shares in each Company started;" that is, to keep the cash and pay in shares, to throw the risk of loss on the land-holders, and avoid all risk themselves.

Letter No. 1.

Again, Mr. Gribble says, "I will take care that the documents are so made out that . . . . the Company has to pay you a yearly tribute." It is hardly credible that the lease altogether ignores such a condition, and Mr. Gribble's care for his friend is shown by his statement in the undated letter of September, that the Trustee would send up "the usual form of lease," and that, notwithstanding his engagement in the letter No. 1 above cited, he says in September he has never seen the lease, although he most improperly deputed a public officer, the Tahsildar, to get it executed. It is difficult to properly characterise this transaction, as exemplified by the correspondence and the leases; but it is to me a matter of surprise and regret that members of an honorable service should have been found to take part in it.

I can come to no other conclusion than that it is the duty of—

First,—Government to place the whole matter before the Secretary of State.
Second,—To remove Mr. Gribble from Nellore.
Third,—To place him under suspension, pending the Secretary of State's decision, and to represent to the Secretary of State the expediency of amending the rules, so as to limit the privilege allowed to the purchase of shares in established Companies and to extend the restrictions to all officers, whether Civil or Military, Covenanted or Uncovenanted, in official employment, although possibly on furlough.

BUCKINGHAM AND CHANDOS.

No. 80. *Minute by His Excellency the COMMANDER-IN-CHIEF, dated 27th September* 1880.

Whatever may have been Mr. Gribble's intention, it appears to me that he has behaved most improperly in this case, because he has made use of the personal friendship which had grown up between the Zemindar of Punganúr and himself, while he was officially employed near the Zemindar's estate, to obtain a concession which he hoped would prove lucrative to himself and the few friends with whom he was associated.

2. It is incredible that Mr. Gribble was not aware that, in acting as he did, he was transgressing the spirit, if not the letter, of the Regulations, and was using the influence which, owing to his position in the Civil Service, he possessed with the Zemindar, to obtain from him conditions which would not have been conceded to any one not in the Civil Service.

3. If the Civil Servants of Government use the influence which their position gives them, for forwarding their own personal or pecuniary interests, it must prove disastrous to the character for integrity, if not to the honesty, of the service, and must tend to destroy the confidence in the purity of British officials, which has hitherto existed in the minds of the Natives of India.

4. Mr. Gribble seems to me not only to have greatly erred in the character of his correspondence with the Zemindar, but also in his selection of a Tahsildar, with

whom he had had official relations, to carry on the negotiations between the Zemindar and the so-called Association; but as these points have been referred to in detail by my honorable colleagues, I need not further dwell upon them.

5. I consider that an expression of the grave displeasure of Government should be communicated to Mr. Gribble, and that he should be informed that the whole case would be forwarded for the consideration of the Secretary of State.

6. Pending the decision of the Secretary of State, Mr. Gribble cannot, I think, with propriety be employed in any district in which he has contracted business relations, and if it is found that under such conditions no suitable employment can be found for him, there would seem to be no alternative but to suspend him.

7. As Mr. Gribble disclaims all knowledge of the terms of the lease which was submitted for the signature of the Zemindar, it would be right to ascertain who was responsible for them, because they seem to have been calculated to mislead, if not to deceive.

8. Considering the nature of the agreement I should instruct Mr. Whiteside to intimate to the Zemindar that he would do well to take legal steps to get it set aside.

9. As regards the Military Officers who are connected with the transaction, I am decidedly of opinion that the character of the Army demands that the craving for wealth, which is now being fostered by speculation in gold fields, should be summarily checked.

10. It cannot but be that an officer who has taken to such an engrossing pursuit, must be sorely tempted to devote his attention and energies to it rather than to his legitimate duties.

11. In the present instance the Association appears to have consisted entirely of Military and Civil Servants of Government, who availed themselves of the influence, which one of the members, who was a member of the Civil Service, had acquired with a Native land-holder, to obtain from him a concession under which they acquired rights in his property, which they hoped might turn out most lucrative to themselves, and for which he has secured absolutely no consideration at all.

12. The original Trustee was Colonel Beresford, the Assistant Adjutant-General at Army Head-quarters, and when exception was taken (it does not say by whom, but I may state that Colonel Beresford had been informed that I had become aware he was interested in speculations of the kind, and that as Commander-in-Chief I disapproved of it) to his taking an active part in the management, the trust was made over to Mr. Shaw.

13. But Mr. Shaw is officiating as Head of the Veterinary Department of the Army in this Presidency, and any objection which could be taken to Colonel Beresford's acting as Trustee would apply, in my opinion, with equal force to Mr. Shaw.

14. Both officers, if they properly perform the duties belonging to their appointments, have ample work to occupy their time.

15. I would by regulation prohibit Military Officers as well as Civil Servants from acting as Promoters or Managers of Companies, and I would call on all who are so engaged to elect between retiring from such positions or being removed from the active list.

NEVILLE CHAMBERLAIN,
General.

After writing the above my attention was directed to an existing regulation which prohibits Military Officers from taking part in the promotion of mercantile enterprizes, and therefore no additional orders are called for on the subject. The attention of the Army will be called to those orders.

OOTACAMUND,
21st October 1880.

N. C.

No. 81. ORDER THEREON, 23rd October 1880, No. 1580.

These papers relate to the action taken, in contravention of Standing Orders, by Mr. J. D. B. Gribble, formerly Sub-Collector of North Arcot, and now the Acting District and Sessions Judge of Nellore, in negotiating and obtaining the assignment by the Zemindar of Punganúr, in the district of North Arcot, of a monopoly or exclusive right to mining in his estate to a partnership styled the "South Indian Prospecting Association," of which Mr. Gribble is a member, but which is not a registered Joint Stock Company.

2. In the notification by the Government of India, Home Department, No. 367, dated the 7th June 1852, it is ruled that "all servants of the East India Company, whether Civil or Military, Covenanted or Uncovenanted, are strictly prohibited * * * * from being connected with Banks or any other Trading Companies, except as simple shareholders."

"Regulations applicable to the European in India," page 967.

3. The Secretary of State, in his Despatch, No. 22, dated 10th August 1861, on the subject of the possession of landed property in India by public servants of the State, ruled that—

"Regulations applicable to the European in India," page 968.

"Officers of the Civil Service are at liberty to acquire and possess lands anywhere out of the Presidency to which they are attached, but are absolutely precluded from holding lands within their own Presidency."

4. In Despatch, No. 46, dated 31st May 1862, relative to the case of public officers who might take part in any Company formed for working the gold mines in the Dummul Hills, the Secretary of State said, "As a general rule, I see no objection to servants of Government holding shares in Mining or other Companies, having for their object the development of the resources of the country; and the only restriction I think it necessary to impose is that all public servants shall take no part in the management of such institutions and shall not be employed in the districts where the operations of the Company may be carried on."

"Regulations applicable to the European in India," page 970.

5. As regards Covenanted Civilians holding land in Native States, the Secretary of State, in Despatch, No. 22, dated 25th November 1862, agreed with the Government of India "in viewing with disapproval the holding by Covenanted Civil Servants of lands in Native States," and considered "that the same objection applies to the holding of such lands by Military Officers in the actual service of the Crown in India."

Notification, Home Department, 16th January 1863, Calcutta Gazette, page 113.

"The right of Officers, Civil or Military, to hold shares in the Agricultural Companies operating in Native States may be regulated by the same rules as apply to their holding shares in similar Companies within the British territories."

6. The principle laid down in the above rulings is embodied in the Standing Orders of the Madras Board of Revenue thus—

Order No. 241, p. 343.

"Covenanted Officers are prohibited from holding lands within the Presidency for farming purposes under any circumstances whatever, whether they are personally engaged in their management or not, and whether or not the lands are situated in the districts in which they are employed. In the case of Companies formed for the development of the resources of the country, agriculturally or otherwise, there is no objection to Civil Servants holding shares, provided they take no part in the management and are not employed in the districts where the operations of the Company are carried on. This permission is not to be taken to extend to mere speculations in the funds or shares."

7. Again, the Madras Army Regulations, Section 7, Clause 578, rule that—

"Officers are strictly prohibited from taking any part in the management of Banks in India or from being connected with Banks, or any other Trading Companies, except as simple shareholders; the only exception to this rule being in favor of ex-officio Directors or Secretaries of

Government Banks. This prohibition is not, however, intended to apply to officers on the Invalid Establishment."

8. These Standing Orders and Regulations on the subject of officers of all departments, Civil and Military, engaging in mercantile, trading, or speculative transactions are clear and distinct; and it is quite obvious from the papers above recorded that Mr. Gribble has violated both the spirit and letter of these Orders, in soliciting and negotiating a concession from the Punganúr Zemindar, to an Association of which Mr. Gribble was himself a member, of the mining rights in his estate, and that he has also debarred himself from continued employment in the districts marginally noted, and possibly in others, in which the operations of the South Indian Prospecting Association are being carried on.

Nellore.	Cuddapah.
North Arcot.	Salem.
South Arcot.	

9. His Grace the Governor in Council has therefore no alternative (notwithstanding that he has been now informed that the lease obtained from the Punganúr Zemindar, and to which he objected, has been cancelled) but to remove Mr. Gribble from his present post of Acting District and Sessions Judge of Nellore, and to place him out of employ pending the decision of the Secretary of State, to whom the whole of the papers will be referred.

10. His Grace in Council resolves to take the present opportunity of republishing in the Official Gazette the Proceedings of Government in the Revenue Department, dated 12th February 1863, No. 320, which contain the despatch from the Secretary of State, dated 25th November 1862, disapproving of officers of the Civil and Military Departments holding land in NATIVE STATES; and the special attention of all Officers, Covenanted or Uncovenanted, Civil or Military, will be drawn to the same.

11. His Excellency the Commander-in-Chief's remarks in respect of certain Military Officers will be dealt with in the Military Department.

(True Extract.)

R. DAVIDSON,
Chief Secretary.

To the Collector of North Arcot.
" the Revenue Department.
" the Military do.
" J. D. B. Gribble, Esq.

Exd. F. R. Bantlemen and A. S. Rodgers.

Govt. of (1880) Madras.

PUBLIC.

To

THE COLLECTOR OF NORTH ARCOT,

&c., &c., &c.

Dated October, 23rd.

Issued

Recd. *Encl.*

G.O., 23*rd October* 1880, *No.* 1580.

OCTOBER.
Nos. 70—81.

Mr. Gribble.—Orders passed removing him from his appointment pending the decision of the Secretary of State, owing to the part taken by him in obtaining from the Zemindar of Punganúr on behalf of a company, of which he is a member, the exclusive right to mining in his estate.

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GOVERNMENT OF MADRAS.

PUBLIC DEPARTMENT.

23rd October 1880, No. 1581.

Mr. J. D. B. Gribble.

Read the following paper:—

No. 82. *From J. D. B. GRIBBLE, Esq., dated 21st October 1880.*

The results of the indiscretion that I have committed in the matter of the Punganúr Mining Lease have shown me to what complications a continuation of my connection with the South Indian Prospecting Company might lead, and how seriously I might compromise my position as a Revenue or Judicial Officer. I have therefore already taken steps to dispose of the whole of my share in every concession which has been granted in districts of the Presidency, and I give my word of honor to your Grace that I will engage in no more transactions of the same nature.

2. On first receipt of the Chief Secretary's letter announcing my suspension, pending the orders of the Secretary of State, I wrote to the Under Secretary of State requesting that I might be heard in person. I now wish to withdraw that letter, as I am quite content to abide by the Secretary of State's decision on my case as it stands at present.

No. 83. ORDER THEREON, 23rd October 1880, No. 1581.

Ordered that a copy of this letter be transmitted to the Secretary of State together with the Proceedings of Government, dated 23rd October 1880, No. 1580.

(True Extract.)

R. DAVIDSON,
Chief Secretary.

To J. D. B. Gribble, Esq.

Exd. A. S. Rodgers.

Govt. of (1880) Madras.

PUBLIC.

To

J. D. B. GRIBBLE, Esq.

Dated October, 23rd.

Issued

Recd. *Ent.*

G.O., 23rd October 1880, No. 1581.

OCTOBER.
Nos. 82-83.

Mr. J. D. B. Gribble. — Copy of his letter regretting his connection with the South Indian Company prospecting for gold, and promising to withdraw from it entirely, to be forwarded to the Secretary of State with G.O. No. 1580.

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PUBLIC DEPARTMENT.

No. 26 of 1880.

To

THE MOST HONORABLE THE SECRETARY OF STATE FOR INDIA.

MY LORD MARQUIS,

We have the honor to transmit for your Lordship's information copy of our Proceedings marginally noted, directing the removal of Mr. J. D. B. Gribble, of the Madras Civil Service, from his post of Acting District and Sessions Judge in Nellore, and placing him out of employment, pending the receipt of your Lordship's decision in the case.

No. 1580, dated 23rd October 1880.

2. Since these Proceedings were held, we have received a letter* from Mr. Gribble, a copy of which is enclosed.

* Proceedings of Government, No. 1581, dated 23rd October 1880.

We have the honor to be,
My Lord Marquis,
Your Lordship's most obedient, humble servants,

(Signed) BUCKINGHAM AND CHANDOS.
(,,) NEVILLE CHAMBERLAIN.
(,,) W. HUDLESTON.
(,,) DAVID F. CARMICHAEL.

OOTACAMUND,
23 October 1880.

12 23

FORT SAINT GEORGE.

PUBLIC (1880) *DEPARTMENT.*

LETTER to the Most Honorable the Secretary of State for India.

Dated October,

No. of 1880.

Transmitting Proceedings of Government, directing the removal of Mr. Gribble, of the Madras Civil Service, from his appointment pending the decision of the Most Honorable the Secretary of State in the case.

No 98. 13 North Arcot Collector's office 18
Camp Palmanair 21st August 1880

From

R. S. Whiteside, Esquire,
Collector of North Arcot.

To

R. Davidson, Esquire,
Chief Secretary to Government
Fort St. George.

Sir,

I have the honour to submit the following report for the consideration and orders of Government.

2. On the 30th Ultimo, the Zemindar of Punganoor wrote to me to say he wished particularly to see me on an important matter and, on the following day, he came to Palmanair and I had an interview with him. He then informed me that a matter had occurred which was causing him considerable anxiety, and he proceeded to explain that, in the month of May

May last, he received from Mr. J. D. B. Gribble, who was then at Ootacamund, a letter in which he informed the Zemindar that a Company had been formed consisting of himself, Mr. Garstin, Colonel Shaw Stewart, Colonel Beresford &c, that they considered it very probable that Gold was to be found in the Punganoor Zemindari and that, if that is the case, they would be able to form a Company that would spend eight or ten lakhs of Rupees amongst the Zemindar's people, and thereby profit him very much. To that end, Mr. Gribble desired that the Zemindar should give to his Company the exclusive rights of mining in the Punganoor Zemindari for the period of 50 years, while the Zemindar should be paid the same Royalty as the Government of India ask for similar grants,

and

and should receive a yearly tribute. If the Zemindar agreed to this offer, Mr. Gribble promised that he would send a native friend who would explain matters to the Zemindar, and place before him the necessary Papers for signature, in the absence of which people in England would not be induced to send out the money for gold mining.

3. The Zemindar took a few days to consider this proposition, and then received a second letter from Mr. Gribble from Ootacamund requesting an early reply to his former letter. The Zemindar then wrote in reply that it would be impossible for him to assign the exclusive right of Mining throughout the whole Zemindari, because a large portion of it consists of Inam lands the

holders

holders of which only pay a small Annual Jodi to the Zemindar, and have absolute control over their Inams, and it further did not appear from Mr. Gribble's letter whether the Company he wrote about desired to Mine in waste only, or in arable lands &c. and the terms of agreement therefore would be matter for careful consideration. In reply to this the Zemindar received a third letter from Ootacamund from Mr. Gribble informing him that the Company only desired to search for Stone containing Gold in the waste lands of the Zemindari, and would make their own arrangements with the Inamdars and ryots as to Compensation for digging on Inam and Patta lands. That the Company was anxious to secure

the

the exclusive right of Mining in the Zemindari so as to prevent any others from interfering, and for that grant they were willing to pay the Zemindar the sum of Rs1000, and to guarantee him in the future the same Royalty as is paid to the Government of India.

4. The Zemindar proceeded to explain to me that he has known Mr. Gribble for several years intimately, and has every confidence in him as a friend, and as Mr. Gribble had asked him to make this agreement as a kindness to himself, he did not like to refuse. He accordingly replied that, relying on Mr. Gribble's explanation, he was willing to agree to the offer then made him, and was prepared to sign the necessary papers.

5. The Zemindar heard nothing further

further for about 6 weeks, and he was then visited by Rama Rau, Tahsildar of Maddenpalli, who informed him that he had come to him under instructions from Mr. Gribble about the assignment of his Mining rights in the Zemindari to the Company about which Mr. Gribble had written to the Zemindar. He shewed the Zemindar a Power of Attorney authorising him to obtain the Zemindar's Signature to the Deed he then laid before him. On perusing this Document the Zemindar found that it was a Lease to Colonel George de la Poer Beresford, his Executors, Administrations and assigns of the Zemindari rights of mining for Minerals of all descriptions, throughout the Zemindari, for the term of 50 years. No mention

was

was made in it of the sum of the Rs1000 that Mr. Gribble had informed him the Company were prepared to pay to the Zemindar for the permission to mine; but it was stated that the Lessee would pay to the Zemindar a Royalty on all Minerals obtained at the same rate as that which may be hereafter charged from time to time by the Government of India on minerals of the same kind, and would also pay to the Zemindar reasonable Compen-sation for all crops or buildings which may be damaged, or destroyed, and for all lands that may be occupied in the course of Mining operations.

6. The Zemindar told me that he was greatly surprised on perusing this Document, and

pointed

pointed out to the Tahsildar Rama Rau that its terms were by no means those which Mr. Gribble had informed him the Company proposed to make with him. In the 1st place it appeared that the Lease was not to Mr. Gribble at all, but to an officer whom the Zemindar had never seen, and did not know. Then there was no mention of the Rs1000 that Mr. Gribble had distinctly named as the actual Sum he was to receive for the grant of his mining rights. Further, Mr. Gribble had assured him that his Company only intended to mine for Stone containing Gold in the waste lands of the Zemindari, whereas the Lease tendered him for Signature clearly contemplated the destruction of buildings, if thought necessary,

and

and Entry on arable lands even if actually under cultivation when possession was taken. The Zemindar said that he did not at all like to sign this Document, and told Rama Rau so. Rama Rau assured him that the Lease was all right, that it had been prepared by Mr. Gribble's orders, and the Zemindar might sign it without fear, that the question of the payment of the Rs1200 was a mere matter of detail which could easily be arranged in a few days, and that the Zemindar must, above all things, avoid giving offence to Mr. Gribble by appearing to doubt the terms of the agreement that had been drawn up under his instructions. The Zemindar relying, as he says, with confidence

on Mr. Gribble's friendship for him and feeling sure that he would not recommend him to do anything that would be injurious to his interests, then consented to sign the document, and did so accordingly, but he told Rama Rau that he granted the Lease very reluctantly.

7. As soon as he had signed the Lease the Zemindar was invited by Rama Rau to have it formally registered before the Sub Registrar of Punganoor, but the Zemindar then became alarmed, and flatly refused to do anything of the kind. He again explained to Rama Rau the various points in the terms of the Lease that caused him such anxiety, and said he could not think of consenting to the Registration of the Document until

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until he was thoroughly Satisfied that he was not acting to the prejudice of his own interests by entering into Such an agreement.

Rama Rau, finding that the Zemindar was firm in his refusal to register the document, went away with it to Muddenpalli, assuring the Zemindar that he would send the paper to Mr. Gribble then at Nellore, and also inform him of all the Zemindar had Said, and in due Course would report any reply he might receive from Mr. Gribble. Not hearing anything further the Zemindar, after about 10 days, went into Muddenpalli, and sent a Message to the Tahsildar Rama Rau, who sent word to him in reply that he has forwarded the Lease to Mr. Gribble,

And

and had also written informing him of the objections that the Zemindar had raised, but that he had received no answer to his letter. The Zemindar told me that he then became very anxious, when he reflected that, without consulting any legal adviser, he had, in spite of the objections he felt, signed a document of an important nature, without valuable consideration of any kind, and in favor of a person who was unknown to him. He therefore determined to come to me at once and complain of what had occurred.

8. I found, on Enquiry, that the Zemindar had entered into this agreement relying solely on his old friendship with Mr. Gribble, and upon the assurances contained in the letters

he

4 19 37 70

he had received from that gentleman. He had taken no advice from any Vakeel or Lawyer, and was wholly ignorant of the fact that large sums are now being paid to secure from the owners their mining rights in small portions of land believed to contain Gold in the Wynaad and elsewhere.

9. The Zemindar is by nature extremely simple minded and timid, and, while he is much dissatisfied with the terms of the agreement that he has been induced to execute, and very anxious to void it, he assured me repeatedly that he was desirous, if possible, in doing so, not to give offence to Mr. Gribble.

10 I explained to the Zemindar the nature of the agreement that

the

the Government now make with persons who are desirous of taking up waste lands for mining purposes, (of which he, till then, was completely ig-norant) and I recommended him to take proper legal advice as to the steps that he could take to cancel the Lease. The Zemindar then went away, promising to send me copies of the Correspondence that had passed between him and Mr. Gribble, and of the Lease and Power of Attorney; and told me that when I visited Punganoor, as I was about to do in a few days for inspection of the Sub Gaol, Sub Treasury &c, he expected to be able to com-municate to me the result of the reference that he had made to Mr. Gribble, and that

until

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until then he would abstain from taking further steps.

I received the copies, and went to Punganoor a few days later, and the Zemindar then informed me that he had had no reply of any kind from Mr. Gribble, and was most anxious to know what he ought now to do. I could of course merely recommend him to take legal advice, as he ought to have done at the first.

11 Apart, however, from the legal aspect of the case, the Complaint that the Zemindar has made to me in person is of so peculiar and important a kind that I deem it to be my duty to report the whole matter for such Considera-tion as the Government may deem

deem necessary.

I forward herewith the copies of seven papers furnished to me by the Punganoor Zemindar.

And I have the honour to be,
Sir,
Your most obedient Servant

W. S. Whiteside

Collector

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Landrock
Ootacamund
May 2. 1880

My dear Rajah

I am very glad to hear that you and your family are in good health, and are enjoying the cool air of your pretty bungalow and beautiful garden.

I shall write home by this Mail for the paper that you require. I shall tell them to send the bill to you direct so that you will know the proper address to which to send the money.

On the 30 April Mrs Gribble was confined of a little girl. I had hoped for a son but I suppose it is necessary to wait until it pleases God to send one. I think that you also waited with patience and then at last a son came. You will I am sure be glad to hear that Mrs Gribble and the baby are doing very well.

most certainly

Some years ago I spoke to you about the possibility of there being some gold found in your Zemindary. I belong to a small Company consisting

consisting of a few friends viz Mr Garstin — N.B.
Colonel Shaw Stewart Col. Beresford &c &c. We
have obtained a concession from Mysore, from
Kangoondy and from Kistnaghorry where we
have found land which has probably gold in
it. We think it is very possible that gold
may be found in your Zemindary although
we cannot be sure. If there is gold to be found
there we should be able to form a Company
which would come and spend at least ten
lakhs of Rupees amongst your people. This
would be of considerable value to your estate.
What I want you now to do, is to agree to
give to us the exclusive right of mining
in Poonganoor for fifty years. We will
agree to give you the same royalty as
the Government of India are asking for
similar grants, and I will see that the
documents are so made out that you
are recognized as the Rajah of the Country
and that the Company has to pay you a
yearly tribute. If you agree to this I shall

[illegible]

consider

consider it as a favour towards myself and I will send you a native friend who will explain every thing and will give you the necessary papers to sign. It will be necessary to sign papers, because without these we cannot get the people in England to send out the money.

to wit, we take [illegible] !!

I am anxious to see you and hope that I shall soon have the pleasure of meeting you. If you were to come to Ootacamund now, I might perhaps be able to introduce you to the Maharajah of Mysore, and ask him to do something for your son when he gets older. But if you come you should come soon as I may have to go to Nellore at the end of this month if I do not get the leave I have applied for.

I hope you will always continue to write to me of your good health and that you will always believe me

to be, your friend.
(Signed) J. D. B. Gribble
(True copy).

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R. D.
25 AUG 80

Rec 5157/80.

Int Rub 19 30/80

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May 11. 1880 19/30/80

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R. D. 25 AUG 80

My dear Rajah

You will be glad to hear that we are all in good health. On the 30th April Mrs. Gribble was confined of a little girl but by the blessing of God both she and the baby are doing very well.

I trust that you and your family are in good health and that you will write me a letter to that effect.

I hope you received my letter about the mining for gold and other metals in your Zemindary. If convenient to you I should be glad to receive an answer when you have leisure to write one.

I remain

Your sincere friend

(True copy) (Signed) J. D. B. Gribble

Poonganoor
19th May 1880.

To

J. D. B. Gribble Esquire

Sir,

I have received your two letters dated 2nd and 11th Instant and have come to understand their contents. I am very glad to hear that you and your family are in good health and that Mrs Gribble was confined of a little girl on the 30th ultimo and that both she and the baby are doing very well. I am always praying to God for a son to you.

I am much obliged for the trouble you took in writing home for the papers I required.

If the Company of mining for gold were to come here and grant me an annual tribute, it would, of course, be of considerable value to my estate, but my Zemindary is not like the other Zemindaris as it consists of many Inam villages and Inam lands upon which the land holders paying me a slight jodi &c are enjoy-

the same so I shall have nothing to do with such lands. I believe I cannot agree to give to your Company the exclusive right of mining in the whole of my Zemindary. If it is known in what sort land such mining will take place whether ayacut or barren or in the forts or mountains of this Samstanam, it would require consideration as to the agreement on the subject, but it is however impossible for me to give the exclusive right for the purpose in question in the whole of my Zemindary.

I have a great desire to come to Ootacamund and see you and your family but regret to say that I cannot at present do so as I am far from well and my children also get fever now and then and moreover the nuptial marriage of one of my daughters is to take place shortly.

I hope you will always continue to write to me of your and your family's good health and prosperity.

G

25 I have no more to write than that 15
I am yours
Most Sincerely
(Signed in Telugu) R. Sunkera Royal
Zemindar of Poonganoor.
(True copy)

3.

R.D.
25 AUG 80

Rio $\frac{3}{5157/80}$

In Reb. 1930/80

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My dear Rajah

I was glad to receive your letter and to learn that you are quite well. I am glad to say that I and my family are also well.

Regarding the mining rights I want you to grant to our Company, all we want you to do is to give us leave and permission to dig for Stones containing Silver Copper gold etc in your land - of course as far as the inamdars are concerned we must make our own arrangements with them for Compensation etc. All we want you to do is to give us the same permission as the Government of India give and to pay you the same royalty. We want you to give us this right so as to prevent any one else Coming in - and if you can do so I shall consider it a favour to me. If you will do this I will send you the necessary deed for Signature.

We do not wish to look for treasure in the

the ground but simply for stones. Perhaps there are no such stones in your Zemindary if so it will be our bad luck. We should be willing to pay Rs 1000 for the permission, and if we find the stones we want to pay you the same percentage on our profits as is paid to the Government of India. You would simply give us the right to dig in your waste land, and we should have to make the arrangements with the ryots and Inamdars to dig upon the ayacut land.

I shall remain here until the end of June. Please write to me soon and inform me of your health and of your wishes in this matter.

I remain
Your friend
(Signed) J. D. B. Gribble.
(True Copy)

4.

R.D.
23 AU 80

Poongaroor
2 June 1880

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L. W.
3. S. S.

To

J. D. B. Gribble Esquire

My dear Sir

Yours of the 21 ultimo is to hand. I am glad to learn that you and your family are well and to say that I and my family are also in good health.

In case of your Company making your own arrangements with the Inamdars and ryots for compensation &c I have not the least intention to act contrary to your wish and so I am glad and ready to grant to your Company leave and permission to dig for stones con-taining silver, copper, gold &c in my own lands of my Zemindary. I therefore request you will be pleased to send me the necessary deed for signature. As your mining Company would remain here for a long time for the purpose in question, I hope and trust that you

will

will be so good as to make before hand the necessary arrangements that no injury or loss may happen either to me or to my ryots and that no enmity of any kind may arise at any time.

In conclusion I request to state that I have nothing more to tell on the subject to you who, I am quite sure would always look towards my own and my ryots benefit and prosperity.

I remain
My dear Sir
Yours Sincerely
(Signed in Telugu) Rajah Sunkara Royal
Zemindar of Poongenoor
(True Copy)

Recd 5/7/80

R-D.
25 AUG 80

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Know all men by these presents that I George dela Poer Beresford residing at Madras in the East Indies do hereby constitute and appoint Ladi-mary Rama Row Zahridar of Madanapally my true and lawful attorney for me and on my behalf and in my name to apply to the Zemindar of Poonganoor in the District of North Arcot and obtain from him a lease to me the said George dela Poer Beresford of the exclusive right of mining and working for minerals on and in the lands comprising the property of the said Zemindar and also in my name for me and on my behalf to sign and execute any grants leases agreements or any other documents for the purpose of evidencing the terms upon which the said Zemindar grants or leases such mining rights to me and also such grants, leases or agreements to present for Registration in accordance with the law and the said George dela Poer Beresford do hereby ratify and confirm and for myself my executors and administrators and assigns agree to ratify and confirm all and whatsoever my said

attorney

attornies shall do or cause to be done in or about the premises by virtue of these presents in witness whereof I the said George de la Poer Beresford have hereunto set my hand and seal this eight day of July one thousand eight hundred and eighty.

(Signed) J. D. Beresford Colonel

No. 62

Executed in my presence this 8th day of July 1880 by Colonel G. D. Beresford who is personally known to me.

(Signed)

Acting Registrar of
Madras.

The seal of the Registrar Madras

(True copy).

R.D.
25 AUG 90
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(5) 1788

6. D.
3. S. S.

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Lease made between Rajah Sugatoor Immady Sankararoyal Yesowuntha Bahadoor Zemindar of Poonganoor in the District of North Arcot in the Presidency of Madras and George de la Poer Beresford a colonel in the Madras staff corps residing at Madras Witnesseth that in consideration of the Royalty hereinafter reserved the said Raja Sugatoor Immady Sankara Royal hereby grants unto the said George de la Poer Beresford his executors administrators and assigns exclusively for the term of fifty years All minerals being on and in the lands comprising the Zemindary of Poonganoor the same being bounded on the North by the District of Cuddapah on the South by the District of North Arcot on the East by the said Districts of North Arcot and Cuddapah and on the West by the said District of North Arcot and the Province of Mysore with the right of entry at all times on the said lands for the purpose of working mining for and obtaining all minerals therefrom. All temples shrines and other holy places are hereby excepted and expressly reserved unto the said ~~George de la Poer~~ Raja Sugatoor Immady Sunkarra Royal and the said George de la Poer Beresford his executors administrators or assigns shall not enter thereon for the purpose of any mining operations. The said George de la Poer Beresford his heirs executors administrators

administrators and assigns shall pay to the said Raja Sugatoor Immady Sunkerra Royal his heirs executors administrators representatives and successors or assigns a royalty on the value of all minerals obtained by him or them at the same rate as that which may hereafter be from time to time charged by the Government of India on minerals of a like description. The said George de la Poer Beresford his executors administrators or assigns shall likewise pay to the said Rajah Sugatoor Immady Sunkerra Royal and his heirs executors, administrators representatives successors or assigns reasonable compensation for all crops or buildings which may be damaged or destroyed in such mining operations and for all land occupied by him or them for the purposes aforesaid according to the rates charged by the Government of Madras. The said George de la Poer Beresford his executors administrators and assigns shall not in any way molest or interfere with the rights & liberties of ryots and inamdars holding land in the said ~~Zemindary but~~ shall in every case make terms with such ryots or inamdars for the cession of such rights to the said George de la Beresford his executors administrators or assigns.

As witness the hands of the said Raja Sugatoor Immady

51 188

Inmady Sunkerra Royal and the Said George dela Poer Beresford this 16th (Sixteenth) day of July one thousand eight hundred and eight.

30

Witness to the signature of the said	(Signed) [illegible]
(Signed) [illegible]	
(Signed) [illegible]	

Witness to the signature of the said George dela Poer Beresford	(Signed) Zadamarri Rama Row
(Signed) [illegible]	
(Signed) [illegible]	

1/-
R. D.
25 AUG 80
Lease
Rev 7 5757/80

No. 1663.

Transferred to the Revenue Department.

J. Vaulsen
Chief Secretary

Ootacamund
25 August 1880.
To the Revenue Department.

~~Public~~ 1880 Department
Revenue (Mining Rights)
From

No. 5157

The Collector of
North Arcot

~~To~~ [illegible] ~~The Chief Secretary~~
to Government
Fort St. George
No. 1663

Dated 21st August 1880
Despatched
Received 25.
Recd 25
No. 98
Enclosures 7.
No. 1930

Subject

Reporting on the assignment to Colonel Beresford and Company by the Zemindar of Punganoor of his mining rights in his Estate.

With ~~enclosure~~ indice.

Forwarded in original to Mr. Gribble for report whether he admits the correspondence. He is free to offer any remarks he thinks proper.

Ootacamund
30th August 1880.

G. Master
Secretary to Govt.

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REVENUE DEPARTMENT.

C. No. 5157

From the Collector of North Arcot with Chief Secy's Endt. Dated 25th August 1870.

FOR ORDERS.

The first thing to be done is to ask Mr Gribble if he admits the correspondence; & stating that he is free to offer any remarks he thinks proper.

I say no more at present except to express my surprise at Mr W's apparent misconception of the seriousness of the case as agst. Gribble.

When a Co. for developing resources is once formed, we may take shares, provided we (the [illegible] the [illegible]) have not employed [illegible] the

Mr Whiteside is addicted to finding Zemindars at fault & prone to think evil. I doubt that the Zemindar has much reason to be a [illegible] at the possible results of his action.

particular dist. —
Meanwhile pecuniary dealings between Natives & Govt. servants are absolutely prohibited. — The "pecuniary dealings" every transaction in wh. profit to a public Officer is in view is included, by express regn.; and it has been laid down that the conduct of officers will be judged by the general substance & spirit of the Order. —

Grubbe was not actually in the N. Arcot dist., but he may come again hereon in the neighbourhood; & he has actually had the face to send a Tahsildar who has served under him, there [illegible], with the trade for execn.

When Grubbe has replied, we shd. ask Gaston what he has to say to it. — [illegible]

The agreement pledges the Collr. to pay Royalty on same terms as Govt. may prescribe for Govt. leases (&c. at present is none) of the same sort of compensat. for damage to neighbouring cultivators & for occupation of land for mining

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also direction [be] given to be made as to the lease of the Kanjundi Zamindary gold mines.

I trust, further, that Rules may be laid down whereby Military officers – under whom civil Civilians may serve themselves, will be precluded from negotiating with Zamindars in any similar manner.

When these Papers are re-circulated with Gubbles' reply, the Secy will please put up the several orders in extenso, which are quoted in brief in Maclean's Standing Circulars, as they show what that compiler may have omitted.

[illegible]
28/8/0

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purposes. as Govt. may require by their leases. & to make distinct agreements with the Ryots & Zamindars in case it may be deemed better or land in their recompensation.

This all seems fair enough.

The only mistake seems to be the terms of B. Rev.

B. Mr. Gubble says in para 30 letter of 31 Aug the C. to be willing to pay

for the concession - but
I H. the Jumindar makes
no mention whatever
in his reply of 2 Decr
1879. I don't think it
at all necessary to appear
in the case. At any
rate it must
have [illegible]
[illegible] I suppose
good [illegible] that
if it be so, [illegible].
The Jumindar should
have signed the agreement
if he was dissatisfied
with the terms.

I think Mr.
Gibbs should have

make the personal applicat. that
he did to the Jumindar & that he very
improperly urged the Jumindar on
the score of personal friendship & obligation
to make the grant. On this point call
on him for full explanation - 28/1/80

Cao 5157/80

Special.

FOR ORDERS.

Assignment to the Bengal [illegible] Company by the Zemindar [illegible] of the mining rights [illegible]

C.A.S.

522.8 / K30.9

No 107. 34/ 67 218

North Arcot Collector's Office
Camp Palmanair 7th September 188[illegible]

From

W. S. Whiteside, Esquire
Collector of North Arcot

To.

R. Davidson, Esquire
Chief Secretary to Government
Fort. St. George.

Sir,

In continuation of my letter, dated 21st ultimo No 98, I have the honour to forward herewith Copy of the Opinion of Mr. Rowlandson L. L. B. Solicitor, Madras, given by him on the Correspondence laid before him by the Zemindar of Punganoor in the matter of the Lease obtained by Colonel Beresford and Company for mining gold &c in his Estate. The Zemindar has informed me that he is now taking the necessary steps through Mr. Rowlandson to Cancel the

Lease

Lease.

2. I beg to add that, since writing my letter above referred to, I have had reliable information to the effect that the same Company have obtained similar Leases from the Rajahs of Kalahasti in this District and Venkatagiri in the Nellore District for mining silver and Copper in their Estates. I am not however aware of the terms of those Leases.

I have the honour to be,
Sir,
Your most obedient servant

A. C. Whiteside

Collector

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Opinion

I have carefully perused and considered the copies of a correspondence between the Zemindar of Punganoor and Mr. J. D. Gribble of the Madras Civil Service, and the copies of a lease in favor of Colonel Beresford and of a Power of Attorney executed by him to the Tahsildar of Madanapalli, which were submitted to me by Vakeel Narayana Rau on behalf of the Zemindar.

There can be no doubt that the lease, as executed in Colonel Beresford's favor does not answer to the description which is given to it in Mr. Gribble's letters. Both in his tentative letter of 2d May and in his definite proposals of 21st May, Mr. Gribble makes reference to the terms upon which the Government of India grants

land

land for mining purposes. These terms are to be found in a Supplement to the Fort. St. George Gazette published on the 8th June 1880 where we find the Secretary to State writing to the Government of India that they may "authorize the Government of Madras to grant gold-mining leases of Government lands" in lots of from 1 to 30 acres, for terms of 10 or 20 years, at a rent of Rs 5 per acre on condition that not less than five laborers per acre are regularly employed on bona fide mining operations, in such manner as Government may approve."

As Mr. Gribble's letter of the 21st May must be taken as superseding and cancelling his letter of 2d May, it follows that the Zemindar had a right to

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to suppose that the lease he was asked to grant to the Confederates as a favor to Mr Gribble would be drawn up as far as possible in the same terms as a mining lease from Government.

For granting such a lease Mr. Gribble promises to give the Zemindar Rs one thousand (1000) a transaction recognized by English Lease hold Law, and by Indian usage and Custom.

Mr. Gribble undertakes also to prepare the "necessary deed for signature" an offer which the Zemindar accepts, placing, as he explains in his letter of 2d June perfect faith in Mr. Gribble's bona fides.

Instead however of a lease based on the terms quoted above from the Fort. St. George Gazette, a Deed was submitted for

for the Zemindar's signature which comprises terms far more advantageous to the Lessee. This Lease is expressed to be made for fifty years, whereas twenty years is the longest lease contemplated by Government; it gives mining rights over the whole area of the Zemindari, instead of over "lots of from 1 to 30 acres"; the rate of a royalty to be paid is no where fixed even alternatively; and the condition as to the rates of labour to area which is stipulated for by the Government is here entirely ignored.

"I understand that the variation, between the terms of the lease submitted to him and those upon which the Government is granting Gold mining leases, was never brought to the notice of the Zemindar, and that he signed the Document to help on Mr. Gribble's undertaking

and

and his own stipulation that it should be in order and for the benefit of himself and his ryots.

Under these circumstances I am of opinion that the Zemindar both in justice to himself and in consideration of the interests of his family and his ryots ought to take steps to have the Lease executed in favor of Colonel Beresford declared void.

I am not asked to express any opinion as to the propriety of Mr. Gribble's conduct in the matter, but am instructed by the Vakeel that the Zemindar, whilst wishing to repudiate the Lease which he signed without proper consideration and advice, is also anxious to remain on friendly terms with Mr. Gribble.

I advise therefore that the

Zemindar

Zemindar should formally empower me as his Solicitor to prepare a lease in the terms (so far as may be) of the mining leases granted by Government and to tender such lease for acceptance in lieu of that granted to Colonel Beresford, claiming at the same time the "fine" of Rs1000 promised by Mr. Gribble. In the event of such altered lease being refused, the matter should at once be pressed into Court lest the interests of third parties should be prejudiced

(Signed) F. Rowlandson, L.L.B.
Solicitor

Madras
18th August 1880

(True copy)

W. S. Whiteside
Collector

. R. D.

10 SEP 80

Enclosure in a letter
from the Collector
of North Arcot to
The Chief Secretary
to Government No 107
dated 7th September 1880

Rev 5512/80.

In Public 2072/80

~~Political~~ Revenue (1880) Department
From (Mining Rights) No. 5512.
The Collector of North Arcot

~~Sent from~~
The Chief Secretary to Government
~~Salem~~ Fort St. George

Dated 7th September 1880
Despatched 10 SEP 80
Received 10. September/80.

No 107
Inclosure one
No 2072.

With Endorsement

subject

Forwarding copy of Solicitor Mr. Rowlandson's opinion in the matter of the gold mining lease obtained by Colonel Beresford & Company from the Zemindar of Punganoor and informing that the Zemindar is taking steps to cancel the lease and reporting that similar leases have been obtained by the said Company for mining Silver and Copper in the Zemindaries of Kalahasti in this District and Venkatagiri in Nellore District

25-P

No 1774

Transferred to the Revenue Department in continuation of the endorsement No. 1663 - of 25 August 1880.

A. Davidson
Chief Secretary

Compared -
10 September/80
W. K. Revenue Department

G. 59
R. 3049

To

C. G. Master Esq.
Act. Secretary to Govt.
Ootacamund

From I. D. B. Gribble Esq.
Ag. Dist. Judge
Nellore

Sir.

I have the honour to reply to your memorandum dated 30th August 1880 on Mr. Whiteside's original letter No 98 dated 21st August.

The South Indian Prospecting Association of which I have for some considerable time been a member, wanted to explore the Zemindary of Poonganoor. The only reason they had to suppose that gold might be there, was that the Zemindary lies due North of Kolar where gold has been discovered. Most of the reefs run North and South, and therefore it was supposed possible that there might be gold in Poonganoor. Poonganoor Zemindary however includes some 1000 square miles of rocky wild country, and a thorough exploration of this tract would cost money and time. It was known that I had known the Poonganoor Zemindar for a long time and I was asked to write and ask him if he would give to the association the exclusive right of mining, as they did not wish

to incur what might prove to be a considerable expenditure unless they should get the benefit. I consented and wrote to the Zemindar. He replied, saying that personally he had no objection but that a large part of his Zemindary consisted of inam & private lands over which he had no control. I told him that the association would make its own terms with such people and all that was wanted was the exclusive right. The association was prepared I told him, to pay the same ~~dues~~ royalty as would be imposed by the Government of India on ~~[illegible]~~ mining concessions, and if he wished would also be willing to pay 9
a lump sum, or a yearly tribute. ~~The Zemindar replied that he had no objection to give written~~. I told the Zemindar the names of the different members of the Association and amongst others mentioned my own so that he might know who he had to deal with. He replied that he had ~~no~~ objection to give the concession asked, and after communicating this to the Trustee in Madras I told the Zemindar that the Trustee would send up the usual form of lease to be signed and that a power of attorney would be sent to Rama Row to sign the lease on behalf of the Trustee.

(4)

From that time to this I have never heard from the Zemindar. I heard from Rama Row, who said that the Zemindar had signed the lease and no mention whatsoever was made of the Zemindar making any objections to the terms of it. Rama Row, however, did say that the Zemindar considered it beneath his dignity to go to the Sub Registrar's office to register the document because of some petty quarrel or misunderstanding. This letter I sent to the Trustee suggesting that the money should be sent to the Zemindar who on payment of the required fee could demand the attendance of the Sub Registrar in his own house. This is all I know about the matter.

The Zemindar has never been in official relations with me & nor is he likely to be and I did not suppose that there could be any harm in asking him to give the association mining rights on in return for the same royalty as the Govt. of India may impose. It is quite possible that there is nothing of any value in the Zemindari. Up to the present time the association have no knowledge of the existence of any reef whatsoever. Of course town

the Association could not be expected to spend money unless they could get whatever ~~ores~~ minerals might be found for themselves. As regards the lease itself I have never seen it, and do not know whether a sum of Rupees 1000 was entered or not. I know that I suggested the payment of such a sum, but I believe it is quite possible that it may not have been entered, as the association are I understand considering whether in such cases it would not be more advantageous for to offer landholders a certain amount of shares in each Company started.

I am surprised that my old friend Mr. Whiteside should have taken the somewhat unusual step of referring this matter to Govt. - Had he written to me and told me any one of the objections which he now says the Zemindar entertains to the lease in question, I should have told him that the whole matter is so problematical, and there is much uncertainty as to whether gold could be found there or not, that if the Zemindar in any way objects, the association would let the whole matter drop, as I know that the Trustee was in considerable

42 43 25

doubt whether it would be worth while to expend any money in prospecting the country.

If I was wrong in writing to the Zemindar and in placing him in communication with a regularly organized association, of which I am a member, I can only express my deep regret, that I did not at the time conceive that there could be any thing wrong in so doing.

I cannot help thinking that some unnecessary colour has been put on my action, and I believe that the whole thing has arisen out of the quarrel between the Zemindar and the Sub Registrar, and the reluctance of the former to go to the latters office. Of course in order to be of any value the deed must be registered. I do feel hurt that Mr. Whiteside should never have told me of any of these objections; if he ~~das~~ had done so, I should certainly have not pressed the matter at all; and I do think also that it was scarcely proper to get the Zemindar to give him copies of my private correspondence in order to make the case against me stronger. Mr. Whiteside could not have supposed that I should have ~~to~~ attempted

Mr Carlile wrote all the letters [illegible]

to deny having written letters which I wrote in perfect good faith, and without the remotest idea that I was doing anything wrong.

I have the honour to be,
Sir
Your most obedient servant
J. D. B. Gribble
Ag. District Judge Nellore

I return the original letter of Mr. Wheatley.

43

Revenue 1880. Dept.

No. 5408.

From J. D. B. Gribble Esqr.
Ag. Distt. Judge Nellore.

Lodl. 1580

Dd/ Recd/ 8° } September.

Submitting remarks on the assignments to Colonel Beresford & Company by the Zemindar of Punganoor of the mining rights in his Estate.

Forwarded with No. 5157 + notes of Hon. Members

G.M.C.

G.O. 9
1830.9

114/ 87

REVENUE DEPARTMENT.

No. 5572.

From the Collector of North Arcot

Dated 7 Sept 1880.

with endorsement from Public Dept of 10 Sept 80.

FOR ORDERS.

See separate minute

Circulated in continuation of C. No. 5757–5438 of 1880.

Does not affect the position in my opinion

The Solicitor's opinion does not — but the introduction of Sheikh ... Vencataram ... [illegible]

15/9

45

Special.

FOR ORDERS.

Gold Mining
Lease Pangahan
Zemindari

Circ:

~~48~~ 91

The only difference seems
to be as to suspension
of Mr Smith —
The Hon Mr Hamilton
would express grave
condemnation —
The Hon Mr Carmichael
I would suspend —
him
H. E. would remove
him from his district

Not allow him to be
employed in any
district in which the
transaction of S. I. Aff.
exist of such then

be —

The conduct known
seems to me of such a
nature that suspension
is called for —

I think Mr Shaw shd be

93

42

requested at once in accord

with his letter to give

the names of the other

members of the S. S. association

the faith to those that

once give up the

care to the Zemindar

for concealment. If

they have any right

feeling about the matter

H.L. 28/9

To be printed 95 29 P
48

Sheddon Hall,
Ootacamund.

9 Sept 1880

Dear Mr Minto

As a memo for [illegible]
to the S. of [illegible]
[illegible] Mr Gribble has
sent me the enclosed to
forward to you.

Should
any further information
be required I am if so
desired ready to introduce
our solicitor for the
Deed which will show
our bona fides in the matter
of acquiring the mining
rights alluded to.

Mr Gribble however, the
Zemindar was deputed

by us to negotiate the
Concession for mining
rights which we are
about to make over
to a Company in England
The original Trust stands
in the name of Col Bunfor
who made it over to [illegible]
when Exception was taken
to his taking an active
part in the management
and to avoid expenses of
transfer & drawing up fresh
Documents the papers
remain in his name

Yours truly
[illegible]

Lgdl. 1581/81

97

58

Ootacamund
30th September/80

My dear Shaw

With reference to your demi-official to Mr. Martin dated the 7th instant, I am directed by His Grace the Governor in Council to request that you will at once give the names of the other members of the South Indian Association of which you are the managing member.

Yrs. truly
H.

E. H. L. Shaw Esq:
Ootacamund

54 99

52 101 30P

From I. D. B. Gribble
Madras C.S.

To C. G. Master Esq.
Rev. Secy. to Govt.

Sir.

With reference to my letter of the 9th inst. I beg to state that I inadvertently omitted to notice one point in Mr. Whiteside's letter, which the Trustee to the association has since brought to my notice.

In his letter Mr. Whiteside says that I mentioned Mr. Garstin ~~name~~ as a member of the association. If I did so it was a mistake. It was at the time contemplated to invite Mr. Garstin to join the association and I thought he had done so. I am informed that Mr. Garstin is not & never has been a member and I therefore erred if I mentioned his name amongst others.

I remain
Sir
Your most obedient Servant

I. D. B. Gribble.

Sept. 20/1880.
Helena

Revenue 1880 Dept

No 5800.

From
J. D. B. Gribble Esqre
Madras C.S.

Soll 1580

D/20 }
R/24 " } Septr

Intimating that Mr. Carstin is not a member of the Association for mining in the Punganoor Zemindary

549 605 318

R. D.
2 OCT 80

Ootacamund
1st October 1880

My dear Davidson

In reply to your letter marked Confidential dated 30th September past received I have the pleasure to send you for the information of His Grace the Governor in Council the names of the gentlemen forming the South Indian Prospecting Association

Yours truly
[illegible]

Over

S I P Association 107 32 R

55

J. Hunter Blair —	Retired M.C.S
A Lindsay ———	" Military
J L Pearse ———	" " "
J Tham Stewart ———	R.E.
(Late) J. Miller	Barrister at law
W. McTaggart	Late 14th Hussars
G. D Binford ———	M.S.C
J D B Gribble ———	M.C.S.
M J Lemelle	Mining Engineer
A H Anderson ———	Planter
Upton ———	[illegible]

Tobler / 1800 / Refusals

Hon. H. G. Shaw Esqr.

Columbia

District [illegible]

Recd 23 October / 1800

Giving the names

of the Gentlemen

who [illegible] to [illegible]

[illegible] Office [illegible]

R.D.
11 OCT 80

Ootacamund
11th October 1850

My dear Mr Master

Will you be so good as to inform His Grace the Duke in Council that the South Indian Prospecting Association have cancelled the Purchase now Sense & that Messrs Barclay & Morgan our Solicitors have been instructed by telegram to inform Mr Rowlandson the Zemindar's Solicitor such

Yours truly
[illegible]
for S.I.P.A.

57

Public (1880) Departm.
(Mining Rights)

From
H. G. Shaw Esqr.

Dated 11.
Recd. 11. } October/80

10dL1580/81

N.

No. 2359.

Informing that
the South Indian Pros:
:pecting Association
have cancelled the
Punganoor Lease.

58

113

Public DEPARTMENT.

No. 1503.

From F. G. Shaw Esqr. Ootacamund

Dated 11 October 1880.

Intimating that the South Indian Prospecting Association have cancelled the Pungganoor Lease.

FOR ORDERS.

Just as well - but it does not affect our previous Prop.

Q - 11/10

State S[ecretar]y of S[tate] sh[oul]d be informed -

[initials] 12/10

Yes - add a sentence to the despatch sending on the papers

[initials] 12/10

59

Mining Rights

FOR ORDERS.

11/10/83

68/ 117 348

REVENUE DEPARTMENT.

No. 5157 and 5438/80

From the Colle. of N. Arcot.
G. D. B. Gribble Esqre

Dated 187
dated 25th August & " Septr. 7/1880 respectively

FOR ORDERS.

To Minute

The S of S' Rule on the subject
is contained in the
Sec. of S. despatch [illegible]
viz: "The investiture of Mbr.
Members of Govt. holding
shares in mining
or other Cos. - having for
their object the developm.t
of the resources of the
country, & the [illegible]
[illegible] I think it

necessary to inspect is
that public servants
should take a part in
the managemt of such
Institutions. It shall
not be employed in
the Dt. where the operations
of the Co. may be carried
on.—
By despatch of 25 Oct/62
the same rules were
made applicable to the
case of Agric: Cos. in
native states.
With the direct indirt
holding of land in such
states by Covd. Civilians

B.D 115 55-0

which Opinions be
'viewed with disapproval'
in our books.
12 Feb. 64.

I think it would be well
to publish these
Pts: in the Gazette.
or draw special
attention to the rules.

---

x Mr Gibbles
direct instruction
'to reprint the
circulars opinions
to that in Consideration
as expressed by
Mr Shaw. [illegible]

consider

a decided violation of the spirit of the injunction agst. "taking part in the management of the Co." in which is a shareholder. The prohibition including Senior attorney Executive action & the manner in which the Co. was I think indecent & [illegible] [illegible] [illegible] [illegible] [illegible] in the Raja's [illegible] the concession.

His delegation of the Lieut. of Mundrenpalla (?) to obtain the execution of the lease was also most objectionable but I suppose the man is a shareholder in the Co. and

Rd. very strongly condemn Mr. Gribble's conduct in this matter. I say that he has incurred the serious displeasure of Govt. & forfeited their confidence.

I don't see that the Zemindar has suffered or is likely to do so. I am bound to interfere on his behalf. [illegible] 11/10 [signature]

121
365

62

Minute

~~[illegible]~~

I am of opinion this matter ~~will~~ would be ~~very~~ inadequately disposed of by the instruction I understand my colleague the Honble Mr Huddleston, to propose: viz, "very strongly to condemn Mr Gribble's "conduct in the matter, & say that "he has incurred our serious dis-"pleasure & forfeited our confidence". I wd go ~~much~~ further: Mr Gribble shd, I consider, be suspended from office, & ~~the question~~ ~~[illegible]~~ referred for the orders of the Secy of State, through the Govt of India.

[Margin: pending the decision of the S. of S. as to the measure of punishment his misconduct has incurred.]

[Margin: As to Civil Servants,]

The old Rule stands in express terms that, "no Judicial or Revenue officer shall be concerned, directly or indirectly in any commercial transactions". Some twenty years ago, a discussion arising how far holding shares in Mining or ~~[illegible]~~ similar Companies in India came within the prohibition — the Secy of State was pleased to decide, that, "as a general rule there 'is no objection to it": the only restriction imposed being that such public servants should 'take no part in the managt., & shall not 'be employed in the districts where the operations of the Cy may be carried on'.

[Margin: Sect XIII. Reg. II/02
S. ~~[illegible]~~ Reg II/03]

[Margin: Secy of State's despatch, Public dept No 46. d/31-5/62 [illegible]]

(Priv.)

It is impossible to argue that Mr Gubbins' conduct is sheltered under the foregoing concession. He appears to be an active ~~member~~ Protector of a Cy called the "South Indian Prospecting Assocn". We ~~[illegible]~~ always believed from applns that have been made to us for leases, that the Society consisted of a few military officers, & that the scope of their operations ^in this Presy. was inconsiderable. But now it wd seem that it has made wholesale terms with the Zemindars of four very extensive estates ^comprising an aggregate area about equal to North Wales. Was this before or after Mr Gubbins & ~~other~~ ~~Civil servants~~ joined the Projectors?

Mr Cumming's facetious translation of Rostab "I care not a groat," animus any more, Major for a major, quam than Corpore for a corporal, pretty much expresses the degree of attention which a Zemindar wd give to the ^unsupported applns of a military officer; but show the same man that Civilians are in it, and he becomes yr very humble servant. ^Mr Gubbins knew this & made dangled his own name & that of another gentleman (Civ. Service) who never afterwards joined the Association

Putting aside, however, ~~Whatever be~~ the relaxation, which removed "shares in a Cy" from the category of prohibited trade, it is certain that pecuniary dealings between Natives & Civil servants are, & always have been, absolutely forbidden; and the term is held to comprise "every transaction in

Standing Orders. p. 243. (Maclean's Edn)

123 378

62

'wh. profit to a public servant is in 'view'; ~~but~~ while the conduct of officers will be judged in each case by the general substance & spirit of the orders. It is idle for ~~Mr Grille~~ him to show ~~the~~ absence of official relations with the particular Zamindar on whom he pressed the negociation. He might be ~~[illegible]~~ here any day, and he is now ~~the~~ Judge of Nellore, comprising ~~[illegible]~~ Venkatagiri, another of the Associa-tion's ~~[illegible]~~ cases: the Zamindar ~~[illegible]~~ a notorious ~~[illegible]~~ litigant, & having at the present moment ~~[illegible]~~ more than one very heavy suit on the files of the District Ct.

~~And Note~~, that Mr Grille has em-ployed as his ~~agent~~ go-between, for a Tahsildar, ~~[illegible]~~ who was his immediate subordinate at the time when he, Mr Grille, being Sub Collector of Cuddapah, made the acquaintance of the Pungenur Zamin-dar, whose estate in North Arcot marches with ~~[illegible]~~ Sub Collectorate. ~~[illegible]~~

His case, I consider, can only be fitly deci-ded by the S. of S. ~~[illegible]~~ [illegible] the same time be moved to determine ~~[illegible]~~ whether it is desirable that any Officer of Govt, Civil or Military, shd be allow-ed to take part in ~~[illegible]~~ starting companies of this kind; ~~[illegible]~~ whether the usefulness of the Projector is not likely to commend itself to the man's own proper work; whether it is good ~~for~~ in the discharge of ~~[illegible]~~ his daily work duty ...

Margin notes:

Mr Grille has palpably violated these rules, &

& finally,

& the concluding act of the drama,

~~I as interested in the venture.~~

over

A discharge of his

Primâ facie, the danger of its doing so undoubtedly exists.

be determined by the vision of sudden wealth which is to lift one up out of the necessity of ~~working~~ at all.

Veterinary Surgeon Shaw, who hands in Mr Gubbe's letters, & expresses his readiness to give us any further information, should be asked for the names of all Govt. servants, who are [now have been] members of the South Indian Prospecting Association; ~~stating whether~~ particularising the cases in which each has been or is interested.

David F. Carmichael
21/9/[illegible]

being obtained

Pass

No. Minute by H.E. Sir Bartle Frere the Governor. Dated 22 Sept 1860 125

38 P

84

These papers raise a very serious general question_ Is it admissable, ~~or to be tolerated~~ that Civil Servants ~~in active employ~~ or seeking, should obtain concessions from Zemindars &c of mining, or other rights? should become concessionaires of rights over land and people in the country over which they are employed to carry on the Government? I hold that it is not, and if it is It should not be-

H.E. Sir Frere makes the cover a second time [illegible] strong remarks [illegible] regarding the leave [illegible]

[illegible]

Like [illegible] H.E.'s remarks on the conditions of the lease.. my impression is that Mr G's corresp^ce took place before he was aware of the terms & the G.J. had not said that they were ready to concede. These I think [illegible] to the Zemindar a rent of Rs. 5 per acre on ground for mining purposes. A Royalty

To allow it must destroy confidence in the impartiality of such Officers, in the minds of the people, and sap the foundations of Goverm^t. itself. No Officer once allowing himself to obtain a concession, or attempt to bargain for one, can avoid being drawn into competition with, or rivalry, with other applicants;

besides on G. Gen: contemplated. & Mr. G. may not have known that it had been raised - I don't wish to question that he had made himself responsible for seeing that fair terms were secured for the Gov^t. - but he may not have unreasonably thought that the Gov^t. terms w^d. do this.

It is to be borne in mind that Mr. G. did not apparently see the lease - it was drawn in Col. Beresford's name, & apparently by the Col's Counsel -

[illegible] 7/10.

The lease was signed July 16

127

398

65

or hold that position
of entire independance
and impartiality
towards all the people
of the districts, eminent which
is essential to the
good fame of the
English government,
and the influence
of its officers.
To invest in shares
of established Com-
panies is one thing,
to seek to obtain
a concession for
the purpose of
speculating in
the possible sale
of the privileges
obtained, or the
getting up of

a Company, is a
very different
thing =
This distinction
was fully realized
by Secʸ of State
in the rule laid
down that Public
servants should
"take no part
"in the manage-
"ment ------"
and the Sec'of
State went fur-
ther and said,
"shall not be
"employed in
"the district where
"the operations
"of the Company

"May be carried
"on –

Now, in the present
case Mr. Gribble
has clearly violated
the first [illegible], for what
can be more direct
taking part in
the management,
than to arrange
and negotiate
for Leases of rights
by use of which
the Company's oper-
ations are to be
carried on –
Mr. Gribble is
now Acting
Judge

in Nellore; if the Company has any rights, or obtained any concessions in Vencatigiri, he cannot be employed in, and must be at once removed from the district, and he is in fact, barred from employ in Nellore, N. Arcot, Cuddapah, Malabar, Nilgiri, & possibly others in which the Company is operating —

69

131 418

But besides these breaches of rule. Mr. Grubbles conduct of the negotiation with the Zemindars is to my mind of an highly improper character. The Lease is not in accord with the letters, the Lease in terms is directly calculated to deceive the Zemindar. The Government had notified that no royalty would be levied on

gold. yet Mr.
Gribble says.
"the same royalty
as the G. of I. are
asking for sim-
ilar grants."
and the lease
follows the letter
in this respect.
but it does not
add, nor does
Mr. Gribble explain
to the Zemindar
that no royalty
~~is~~ will ~~be~~ be payable under
this possibility
The Lease binds
the lessees to no
rent, Again
Mr. Gribble says.

Letter No. 1

68 133 42 P

Letter No. 4

"to pay you the
"same per centage
"on our profits,
"as is paid to the
"Govermt. of India"
which is Nil -.
The Lease stip-
ulates only for
a Royalty, the
lease is not
made to Mr. Gribble
but to an officer
as trustee, it now
appears for the
Company -
and that Co. if
the Lease be not
avoided has
obtained the

exclusive right
of mining for
all minerals
upon all Lands
in the Zemindari
except temples,
Shrines, and
holy places:
It would empower
the Company to
mine under the
Rajah's own
house, paying
merely compen-
sation for damage
to the building-
Whether the
Rajah

89

135

458

got the rupees one thousand, or not, is not very clear, but Mr. Grubble in letter of 21st May distinctly says "We should be ready to pay Rs 1000 for the permission, but in letter, un-dated, forwarded in Mr. Shaw's letter of 7th Septr., says. The association are considering whether it would not be more

advantageous,
to offer Land-
holders, a certain
amount of shares,
in each company
started; that is,
to keep the cash
and pay in
shares, to throw
the risk of loss on the
Land-holders,
and avoid all
risk themselves.
Again, Mr Gribble (Letter No 1)
says "I will take
"care that the
"documents are
"so made out
"that - - - the Co.
has

131 440

"has to pay you
"a yearly tribute"
It is hardly
credible that the
Lease altogether
ignores all such
a condition, and
Mr. Gribble's care
for his friend
is shown by his
statement in the
un-dated letter
of September,
that the trustee
would send up
"the usual form
of Lease" - and
that

notwithstanding
his engagement
in the letter No 1
above cited, he
says in September,
he has never seen
the lease although
he most improperly deputed a public offic ~~sends~~ the
Tahsildar to get
it executed; It
is difficult to
properly charac-
terise this trans-
action, as exem-
plified by the
Correspondence
and the leases:
but it is to
me

139 458

21

a matter of surprise and regret, that members of an honorable service should have been found to take part in it –
I can come to no other conclusion than that it is the duty of
1st Governt. to place the whole matter before the Secretary of State –
2nd To remove Mr. Gribble from Nellore.
3rd To place

him under sus-
pension, pending
Sec. of States de-
cision, and to
represent to the
Sec. of State the
expediency of
amending the
rules, so as to limit
the privilege all-
owed to the purchase
~~or sale~~ of shares
in established Cos.
and to extend the
restrictions to all
Officers whether
civil or Mil^y coven-
anted, or uncovenanted
in Official Employ-
ment, altho' possibly
on Furlough.

By his [illegible]
[illegible]

221

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No. Minute by His Excellency the Gov. &c. 268
dated 17 Sep

GOVERNMENT ... MADRAS

22

Whatever may have been Mr Gribble's intention, it appears to me that he has behaved most improperly in this case, because he had made use of the personal friendship which had grown up between the Zemindar of Punganoor and himself while he was officially employed near the Zemindari estate, to obtain a concession which he hoped would prove lucrative to himself and the few friends with whom he was associated.

It is incredible that Mr Gribble was not aware that, in acting as he did, he was trans=
=gressing the spirit if not the letter of the Regulations, and was using the influence which owing to his position in the

the Civil Service be possessed with the Zemindars, to obtain from him conditions which would not have been conceded to anyone not in the Civil Service.

If the Civil Servants of Government use the influence which their position gives them for forwarding their own personal or pecuniary interests, it must prove disastrous to the character for integrity, if not to the honesty of the Service, and must tend to destroy the confidence in the purity of British Officials, which has hitherto existed in the minds of the Natives of India.

1413 470

23

India

Mr Gribble seems to me not only to have greatly erred in the character of his correspondence with the Zemindar, but also in his selection of a Tahsildar, with whom he had had official relations, to carry on the negotiations between the Zemindar and the so called Association; but as these points have been referred to in detail by my Honorable Colleagues, I need not further dwell upon them.

I consider that an expression of the grave displeasure of Government should be communicated to Mr Gribble and that he should be informed

that

the whole case would be forwarded for the consideration of the Secretary of State.

Pending the decision of the Secretary of State Mr Gibble cannot I think with propriety be employed in any district in which he has contracted family relations, and if it is found that under such conditions no suitable employment can be found for him, there would seem to be no alternative but to suspend him.

As Mr Gibble disclaims all knowledge of the terms of the lease which was submitted for the signature of the Zemindar, it would be right to ascertain who was responsible

145 468

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-ible for them, because they seem to have been calculated to mislead if not to deceive —

Considering the nature of the agreement I should instruct Mr Whiteside to intimate to the Zemindar that he would do well to take legal steps to get it set aside.

As regards the Military Officers who are connected with the transaction, I am decidedly of opinion that the character of the Army demands that the craving for wealth, which is now being fostered by speculation in gold fields, should be summarily checked.

It cannot but be that an Officer who has taken to such

Cen

engrossing pursuit, must be sorely tempted to devote his attention and energies to it rather than to his legitimate duties.

In the present instance the association appears to have consisted entirely of Military & Civil Servants of Government, who availed themselves of the influence, which one of their number, who was a Member of the Civil Service, had acquired with a Native land holder, to obtain from him a concession under which they acquired rights in his property, which they hoped might

terms

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turn out most lucrative to them=
=selves, and for which he was
secured absolutely no considera=
=tion at all.

The original Trustee was
Colonel Beresford the Officiating
Adjutant General at Army Head
Quarters, and when exception was
taken (it does not say by whom,
but I may state that Col. Beresford
had been informed that I had
become aware he was interested
in speculations of the kind,
and that as Comr. in Chief I
disapproved of it -). to his
taking an active part in the
management, the Trust was
made over to Mr. Shaw.

But Mr. Shaw is officiating
as Head of the Veterinary
Department

Department of the Army in this Presidency and any Objection which could be taken to Colonel Beresford's acting as Master would apply, in my opinion, with equal force to Mr Shaw.

Both Officers, if they properly perform the duties belonging to their appointments, have ample work to occupy their time.

I would by regulation prohibit Military Officers as well as Civil Servants from acting as Promoters or Managers of Companies, and I would call on all

149 50 P

28

who are so engaged to elect between retiring from such positions or being removed from the active list –

Neville Chamberlain Genl.
C in Chief.

Ootacamund.
27th September 1880.

After writing the above my attention was directed to an existing regulation which prohibits Military officers from taking part in the promotion of mercantile enterprises, and therefore no additional orders are called for on the subject. The attention of the Army will be called to those orders.

Ootacamund
2d October 1880. N.

77/151

R. D.
30 SEP 80

Endorsement.

C. No. 5157. From the Collector of North Arcot by Endorsement from the Chief Secretary.

C. No. 5438. From J. D. B. Gribble Esquire acting District Judge Bellary.

C. No. 5512. From the Collector of North Arcot, by Endorsement from the Chief Secretary.

C. No. 5800. From J. D. B. Gribble Esquire

Transferred to the Chief Secretary to Government, Public Department, with Notes and Minutes of Honorable Members.

Ootacamund,
30th September
1880.

[signature]
Secretary to Govt.

280 153

Public Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

READ the following ~~letter~~: —

Letters from the Collector of N. Arcot,
d. 21st August 1880, No. 95.
& 7th Septr. 80, No. 107.
Letter from Mr. J. D. B. Gribble,
without date
" from Mr. F. G. Shaw,
d. 7th September 1880.
" " Mr. J. D. B. Gribble
d. 21st September 1880.
" " Mr. F. G. Shaw,
d. 1st October 1880.
Minute by Hon. W. Hudleston
d. 11th September 1880.
" " Hon. D. F. Carmichael,
d. 21st — do —
" " His Grace the Governor
d. 22nd — do —.
" " His Ex. the Comdr. in Chief
d. 27th — do —.
Order thereon,

It is clear from the facts disclosed in the papers that Mr. J. D. B. Gribble, formerly Sub Collector

Collector of Cuddapah,
and now the Ag: District
and Session Judge of
Nellore, has contravened
the Standing Orders which
forbid Officers of Govermt.
from being concerned, directly
or indirectly, in any pecu-
-niary or commercial trans-
-actions with Natives, in
which profit to a public
servant concerned is in view; and
that irrespective of the breach
of rule indicated, his
connection with the "South
Indian Prospecting Asso-
-ciation", and his action
in negociating the assign-
-ment by the Zamindar
of Punganur in North
Arcot of a monopoly
or exclusive right to the
mining rights in his
estate

G.O. Rev: No.
d/ 12th Feby/63.

79

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Estate to the Association, preclude his employment in the Districts of Nellore North Arcot, Cuddapah, Malabar, Nilgiris, and possibly others, in which the "South Indian Prospecting Association" is operating; it being strictly laid down by the Secretary of State that where public servants may be permitted to take shares in a Company, they shall take no part in the management, or be employed in the Districts where the operations of the Company may be going on.

2. His Grace the Governor in Council is constrained therefore to remove Mr. Gribble from his appointment as Ag. Dist

District & Session Judge
of Nellore - he being
debarred from employment
in that district - and
having regard to his con-
-duct in negotiating and
obtaining the lease from
the Zamindar of Punganur
and his employment of
the Tahsildar as attorney
for the purpose of obtaining
the signature, His grace
the Gov.r in Council feels
it necessary to mark
his condemnation by
directing that Mr.
Gribble be suspended
from all employment
for a period of 6 months
subject to any orders
the Secretary of State,
to whom the whole matter
will be reported, may

be

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be pleased to issue.

3. The Collector of N. Arcot will be instructed to intimate to the Zamindar of Pungaunur that in the event of the Company still claiming to hold him to the terms of the Document signed by him, he would do well to forthwith take such legal steps as may be necessary to set it aside.

4. The present opportunity will be taken of republishing in the Official Gazette, the Proceedings of Government in the Revenue Dept: d/ 12th February 1863, No. , which contain the Despatch from the Secretary of State d/ 25 November 1862, disapproving of Officers of the Civil & Military Departments holding land

in

in Native States; and the special attention of all Officers, covenanted or uncovenanted, civil or Military will be drawn to the same; the Government having reason to believe that the Secretary of States instructions in the matter have been and are commonly disregarded.

5. The Secretary of State will also be moved thro' the Govt. of India to determine whether it is desirable that any Officer Civil or Military, Covenanted or Uncovenanted in public employ, whether on furlough or not, should be allowed to take part in starting companies such as the South Indian Prospecting Association

[illegible]

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8

Association; or obtaining concessions for them; and whether the privilege at present allowed them to purchase shares should not be strictly limited to shares in already esta-blished Companies, such restriction being extended to all Officers whether Civil or Military, Covenanted or uncovenanted -

6. His Excellency the Comdr: in Chief's remarks in respect of certain Military Officers will be dealt with in the Military Dept.

[signature]

To The Collr: of N. Arcot
Order only.
" Revenue Dept.
" Military Do.
J. D. B. Gribble Esqr.

No.

No.

To

The Secretary to the Govt. of India Home Dept.

Sir,

I am directed to transmit, for submission to and orders of the Secy. of State, copy of the Proceedings of this Govt. marginally noted, with the Minutes of His Grace the Governor and the Hon. Members of Govt.

2. The action taken by Mr. J. D. B. Gribble of the Madras Civil Service in connection with the assignment by the Zamindar of Punganur in the District of N. Arcot, of the mining rights in his estate to the "South Indian Prospecting Association",

has

Unnecessary in face of existing G.O.

No. dated

has resulted in that Officer's suspension from public employment, pending the orders of the Secretary of State in the matter; and the object of the present reference to the Govt. of India is to elicit an expression of the opinion of the Secretary of State on the general question, adverted to in para. 5 of the Proceedings of this Government, viz. the propriety of prohibiting <u>all</u> public Officers, of whatever department from taking part in starting Companies or obtaining concessions for them in future.

3. Since this letter was drafted the Managing Member of the "South Indian

Indian Prospecting Associ-
-ation", has written to say
that the Association
have cancelled the lease
entered into with the
Pongannur Zamindar - Copy
of his letter is inclosed -

[illegible]

* D^d 11th Oct^r/80 -

Ootacamund
October/80.

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Govt. of {1880} Madras.

To ______________

Dated } 1880, *No.*
Recd. }

Nos.

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Public Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

READ the following ~~letter~~ :—

Letters from the Collector of N. Arcot,
d 21st August 1880, No. 98.
& 7th Septr 1880, " 107.

Letter from Mr J. D. B. Gribble,
without date.

" from Mr F. G. Shaw,
d 7th September 1880.

" from Mr J. D. B. Gribble,
d 20th September 1880.

" (* Mr F. G. Shaw,
d 1st October 1880)

*giving names of members of association. Should this letter be read?

Minute by Hon: W. Hudleston,
d 11th September 1880.

" " Hon: D. F. Carmichael,
d 21st Do.

" " His Grace the Governor,
d 22d Do.

" " His Ex: the Comdr-in-Chief
d 27th Do.

Order thereon.

B.C. 8/10 subject to note on para 2

Draw up Hon Mr [illegible]

Submit revised draft

7/10

[illegible]

It is clear from the facts disclosed in the papers that Mr J. D. B. Gribble, the Acg District and

and Session Judge of Nellore, has contravened the standing orders which forbid Officers of Government from being concerned, directly or indirectly in any pecuniary or commercial transactions with Natives, in which profit to a public servant is in view; and that his connection with the "South Indian Prospecting Association," and his action in negociating the assignment by the Zamindar of Punganur in N. Arcot of the mining rights in his estate to the Association, preclude his employment in the districts of Nellore, N. Arcot, Cuddapah, Malabar, Nilgiris, and possibly others, in which the "South Indian Prospecting

G.O. Rev: No 8 12 Feby /63.

Sent to Rev Dept [illegible]

[illegible] be [illegible] of [illegible]

a monopoly or exclusive right to

Association

85/ + See note on Sep. sheet

(6)

Association" is operating.

X 2. His Grace the Governor in Council is constrained therefore to ~~lay the whole of the papers before the~~ report the full[?] proceedings[?] to the Secretary of State ^ for his orders; ~~to removing~~ meanwhile ^ to remove Mr. Grebble from his appointment of Agent District & Session Judge of Nellore, and to place him under suspension pending ~~the~~ such decision ~~of the Secretary of State~~.

3. The Collector of North Arcot will be instructed to intimate to the Zamindar of Punganur that he would do well to take ^ forthwith such legal steps as may be necessary to set aside ~~the lease which~~ he executed in favor of Colonel Beresford and the "South Indian

Prospectus

Margin notes:

^ it being not at all[?] that should be S. of S. that[?] where Public Servants may be ~~permitted~~ to take shares in a Co., they shall take no part in the management or be employed in the Dt. where the operations of the Co. may be going on.

Note for Ch. Secy. Short covering despatch ~~[illegible]~~ on separate[?] to go to S. of S.

claiming to

^ in that event of the Co. still ^ holding him to the terms of the Dett.[?] signed by him;

Prospecting Association".

4. ^ The Proceedings of Government in the Revenue Department d/ 12th February 1863, No. , which contain the Despatch from the Secretary of State d/ 25th November 1862, disapproving of Officers of the Civil & Military Departments holding land in Native States; will be republished in the Fort St. George Gazette, and the special attention of all Officers, covenanted or uncovenanted, civil or Military, [were] drawn to the same; [the Govt. having reason to believe that the S. of S. instructions in the matter have been commonly disregarded.]

[margin: ^ The present opportunity will be taken of republishing in the Official Gazette]

5. The Secretary of State will also be moved [through the G. of I.] to determine whether it is desirable that any Officer, Civil or Military,

covenanted

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covenanted or uncovenanted in public employ, whether on furlough or not, should be allowed to take part in starting companies such as the "South Indian Prospecting Association"; and whether the privilege at present allowed them to purchase shares should not be strictly limited to shares in already established companies, such restriction being extended to all officers whether Civil or Military, Covenanted or uncovenanted.

6. The Military Dept. will issue the necessary orders on His Excellency the Comdr.-in-Chief's remarks in respect of [covenanted] Officers of the Military Department.

To
The Collr. of N. Arcot - Order only.
" Revenue Department.
" Military Do.
" - J. D. B. Gribble Esq.

[initials]

No.

No.

To,
The Secretary to the
Govt. of India,
Home &c Dept.

Sir,
I am directed to transmit, for submission to and orders of the Secretary of State, copy of the Pros. of this Govt. marginally noted, with the Minutes of His Grace the Governor and the Hon'ble Members of Government ~~relating to~~ [on] the action taken by Mr. J. D. B. Gribble of the Madras Civil Service in connection with the assignment by the Zamindar of Pungannur in the Dist. of N. Arcot, of the mining rights in his estate to ~~Colt. Lord D. Beresford~~

No. Oct. ...

I have altered the wording of this letter, to show clearly ~~that~~ we don't refer Gribble's punishment to India; that is our affair — but only the general question.

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~~Beresford of the Madras Staff Corps, and the "South Indian Prospecting Association",~~ has resulted

in that officer's suspension from public employment, pending the orders of the S. of S. in the matter; and the object of the present reference to the S. of S. is to elicit

2. I am also to invite attention to the subject adverted to in para: 5 of the Proceedings ~~in view to an expression of the opinion of the Secretary of State being obtained thereon~~ on the general question, [illegible] adverted to in Para 5 of the Procs of this Govt, viz, the propriety of prohibiting all public officers, of whatever dept, from taking part in ~~[illegible]~~ starting companies, or floating companies for them, in future.

[illegible]

Ootacamund,
October 1880.

2 Since this letter was drafted the managing member of the S. I. Pros: Assn has written to say that the Association have ceased to have entered into with the Pungannoor Zemindar. Copy of his letter is enclosed.

5/10/80. + 9/11 October/80

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Public DEPARTMENT.

No. of 187 .

To

The ~~Right~~ Most Honorable

The Secretary of State for India.

No.
8 Octr/80

of ag[illegible] judge in Nellore & placing him out of employment

Secy

^ the receipt of

MY LORD, Marquis,

We have the honor to transmit for your Lordship's information, copy of our Proceedings, marginally noted, directing the ^ removing Mr G. from his post ~~suspension of~~ Mr J. D. B. Gribble, of the Madras Civil Service, from all employment ~~for a period of six months~~, subject to your Lordship's orders; together with copy of a letter to the Government of India of the same date requesting that an expression of your Lordship's

[illegible]

Lordship's opinion may be elicited on the general question of [the propriety of prohibiting all public Officers of whatever Depts. from taking part in starting Companies or obtaining concessions for them; and] whether the privilege at present allowed them to purchase shares should not be strictly limited to shares in already established Companies, such restriction being extended to all Officers whether Civil or Military, Covenanted or uncovenanted.]

Ootacamund
October 180.

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FORT SAINT GEORGE,

(187 .) DEPARTMENT.

The Collector [illegible]

Letter to the Right Honorable the Secretary of State for India,

Dated

No. of 187 .

is in violation of this & there are in the draft as to personal solicitation [illegible] the P. Revenue Bd. — the Govt need the [illegible] his employment in this Dist in Guntur [illegible]

To be redrafted in the way indicated.

The orders of Govt on entirely ~~[illegible]~~ having interest in commercial speculation to be set forth (Cochrane's Book) in ~~the~~ abstract ~~[illegible]~~ 20th dated [illegible] in the [illegible] to any [illegible] the Griffith's [illegible]

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Public Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

READ the following ~~letter~~ :—

Letters from the Collector of North Arcot, d/ 21st August & 7th Septr. /80, Nos. 98 & 107.

Letter from Mr. J. D. B. Gribble without date.

" " Mr. F. G. Shaw, d/ 7th Septr. /80.

" " Mr. J. D. B. Gribble d/ 20th Septr. /80.

" " Mr. F. G. Shaw. d/ 1st & 11th Octr. /80.

Minute by Hon'ble W. Hudleston d/ 11th September /80.

" " Hon: D. F. Carmichael d/ 21st — Do —.

" " His Grace the Governor d/ 22nd — Do —.

" " His Ex. the Comdr. in Chief d/ 27th — Do —.

DM 17/10 H. WH 18/10 M. 21/10

Order

Order thereon,

These papers relate to the action taken in contravention of Standing Orders, by Mr J. D. B. Gribble, formerly Sub-Collector of North Arcot, and now the Ag. District and Sessions Judge of Nellore, in negotiating and obtaining the assignment by the Zamindar of Pongaaur in the District of North Arcot of a monopoly or exclusive right to mining in his estate, to a partnership styled the "South Indian Prospecting Association" of which ~~he~~ is a member but which is not a registered joint stock Co —

"Regulations applicable to the European in India". Page 967.

2. In the notification by the Government of India, Home Department, No. 367, dated the 7th June 1852, it was ruled that, "all servants of the East India Company whether Civil or Military covenanted or uncovenanted are strictly prohibited [from taking part in the management of banks in India] or from being connected with banks or any other trading Companies, except as simple share holders".

Omit this which only lengthens the proceedings & does not bear on the Mortgage case. B—

Do. page 968.

3. The Secretary of State in his

Despatch

Despatch No. 22, dated 10th August 1861, on the subject of the possession of landed property in India by public servants of the State, ruled that

"Officers of the covenanted Civil Service are at liberty to to acquire and possess lands any where out of the Presidency to which they are attached, but are absolutely precluded from holding lands within their own Presidency".

[4. In modification of this, the Secy: of State

in

Do. page 369.

161

92

in Despatch No. 29, d 30th November 1861, permitted Officers of the Bengal Civil Service attached to the lower provinces, to acquire and hold land in the Upper provinces including Punjab & Oudh. Similarly Officers attached to the Upper provinces were permitted to acquire and hold lands in the lower provinces of Bengal - it being, of course understood "that such officers possessing lands in either division are absolutely precluded from employment under the local Govts: of the division in which their lands are situated

This para 4 has no bearing on this case or on this Presidency I

SD omit

4. In Despatch No. 46, d 31st May 1862, relative to the case of public Officers who might take part in any Company formed for working the Gold mines

Do. p: 970.

in

in the Dammul hills, the Secretary of State said: "as a general rule, I see no objection to servants of Govt. holding shares in Mining or other Companies, having for their object the developement of the resources of the Country; and the only restriction, I think it necessary to impose is that public servants shall take no part in the management of such institutions and shall not be employed in the districts where the operations of the Company may be carried on."

5. As regards Covenanted Civilians holding land in Native States, the Secretary of State in Despatch No. 22, of 25 November 1862, agreed with the Govt. of India "in viewing with disapproval

Notification, Home Dy. 16th Jany /63, Calcutta Gazette - p 113.

the

93 1863

the holding by Covenanted Civil Servants of lands in Native States"; and considered "that the same objection applies to the holding of such lands by Military Officers in the actual service of the Crown in India".

× × ×

6. In 1863, the Govt. of India found it necessary to call attention to article 5 Section XLVIII of the Military Regulations, by which Military Officers "are strictly prohibited from taking any part in the management of banks in India, or from being connected with banks or any other trading Companies, except as simple shareholders, the only exception to this rule being in favor of ex-officio directors or Secretaries of Government banks".

There was a further [illegible] regarding Shares in [illegible] in Native States - No. 5 [illegible] [illegible]
Geo [illegible]

G.O.G.G. No. 90a
d/ 26 June 1863.

This may be omitted
It is simple repetition
Geo [illegible]

× × ×
"The right of Officers, Civil or Military, to hold Shares in the agricultural Companies operating in Native States may be regulated by the same rules as apply to their holding Shares in Similar Companies within the British territories

7

6 The principle laid down in the above rulings is ...

7. in ~~By~~ the Standing Order of the Board of Revenue, Madras. Then

Order No. 241, page 343.

"Covenanted Officers are prohibited from holding lands within the Presidency for farming purposes under any circumstances whatever, whether they are personally engaged in their management or not, and whether or not the lands are situated in the districts in which they are employed. In the case of Companies formed for the developement of the resources of the Country, agriculturally or otherwise, there is no objection to Civil Servants holding shares, provided they take no part in the management and are not employed in the districts

where

94 105

where the operations of the Company are carried on. This permission is not to be taken to extend to mere speculations in the funds or shares".

8. Again in the Madras Army Regulations. Section 7, Clause 578. vide that

"Officers are strictly prohibited from taking any part in the management of banks in India or from being connected with banks, or any other trading Companies, except as simple share-holders; the only exception to this rule being in favor of ex-officio directors or Secretaries of Govt. banks. This prohibition is not however intended to

apply

apply to Officers on the invalid establishment".

9.[8] These Standing Orders + regulations on the subject of Officers of all Departments Civil & Military engaging in Mercantile, trading or speculative transactions are clear and distinct, and it is quite obvious from the papers above recorded that Mr. Gribble has violated both the spirit and letter of these Orders, in soliciting and negotiating a concession from the Pongaum Zamindar to an association of which Mr. G. was himself a member of the mining rights in his estate, and that he has also debarred himself from continued employment in the Districts* marginally noted, and possibly in others, in which the

* Nellore.
North Arcot. South Arcot
Cuddapah. Salem
No. { Malabar
Neilgiris }
I correct this from what Mr. W. Morgan told me. [illegible]

95 187

the operations of the South India Prospecting Association are being carried on.

10. His Grace the Governor in Council has therefore no alternative, (notwithstanding that he has been now informed that the lease obtained from the Vungamarr Zamindar, and to which he objected, has been cancelled), but to remove Mr. Gribble from his present post of Ag. District & Session Judge of Nellore, and to place him out of employ pending the decision of the Secretary of State to whom the whole of the papers will be referred.

11. His Grace in Council resolves to take the present opportunity of republishing

in

in the Official Gazette, the Proceedings of Govt. in the Revenue Dept. d/ 12 February 1863, No. , which contain the Despatch from the Secretary of State d/ 25 November 1862, disapproving of Officers of the Civil & Military Depts holding land in Native States; and the special attention of all Officers, covenanted or uncovenanted, Civil or Military will be drawn to the same; [the Government having reason to believe that the Secretary of State's instructions in the matter have been and are commonly disregarded.]

To omit this. I am not aware that we have any such reason. The Secy. of St. expressly waived objn. to holding Shares in Agric. Cos. & so far as I know it is only this wh. we know of [illegible]

12. His Excellency the Commander in Chief's remarks in respect of

certain

183

QD / certain Military Officers will be dealt with in the Military Department

[illegible] 6 10 80

To
The Collector of N. Arcot - Proceedings without Minutes
" Revenue Dept. - - Proceedings without Minutes -
" Military Do. . - Do. - with Mr. Ep. to C. in C. Minutes only
J. D. B. Gribble Esqr. - - Do. - without Minutes -

Gold Mining Lease
Pungamur Zamindar

Govt. of {1880} Madras.

To ______________

Dated }
Recd. } 1880, No.

Nos.

This was prepared in the Office of the [illegible]
C. M.

c16/10
R19/10

97 151

Public DEPARTMENT.

No. of 187 .

To

The ~~Right~~ Most Honorable

The Secretary of State for India.

MY LORD, Marquis,

We have the honor to transmit for Your Lordship's information, copy of our Proceedings, marginally noted, directing the removal of Mr. J.D.B. Gribble of the Madras Civil Service, from his post of Ag. District and Sessions Judge in Nellore, and placing him out of employment, ~~subject to the~~ pending receipt of your Lordship's ~~Orders~~ decision in the case.

Since this Despatch was

No.
7 Octr./80.

Ootacamund,
Octr. 1880.

was drafted we have
received the enclosed
copy of a letter from
a copy of which
Mr. Gribble in which
he states that he has
already taken steps
to dispose of his share
in the South Indian
Prospecting Company,
and requests that his
letter to the Under Secretary
of State soliciting to
be heard in pe[illegible]
may be regarded as
withdrawn.

Ootacamund
Oct. 1880.

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Fort Saint George,

(187 .) Department.

Letter to the Right Honorable the Secretary of State for India,

Dated

No. of 187 .

×Reply in circ.

But I thought we were to write the State explain× to our letter, inquiring about the Leases in the [illegible] Zamindaries. Perhaps a P.S. to the G.O. will dispose of that, however.

K.
1870

155 510

99

Public Department.

PROCEEDINGS of the MADRAS GOVERNMENT:

READ the following ~~letter~~: —

Letters from the Collector of N. Arcot, d/ 21st August & 7th September 1880, Nos 95 & 107.
Letter from Mr J. D. B. Gribble (without date)
" " Mr F. G. Shaw, d/ 7th Septr 180
" " Mr J. D. B. Gribble, d/ 20 Septr 180
" " Mr F. G. Shaw, d/ 1st & 11th Octr 180
Minute by Hon. W. Huddleston, d/ 11th Septr 180
" " Hon. D. F. Carmichael, d/ 21st Do
" " His Grace the Govr. d/ 22nd Do
" " H. E. the Comdr-in-Chief, d/ 27th Do

Order thereon, 23rd October 1880
No. 1580.

These papers relate to the action taken in contravention of Standing orders, by Mr J. D. B. Gribble, formerly Sub-Collector of North Arcot, and now the Ag. District and Sessions Judge of Nellore, in negotiating and obtaining the assignment by the Zamindar of

Punganur

LAD

Pongaur in the District of North Arcot of a monopoly or exclusive right to mining in his estate to a partnership styled the "South Indian Prospecting Association"; of which Mr Gribble is a member - but which is not a registered joint stock Company.

2. In the notification by the Government of India, Home Department, No 367, d the 7 June 1852, it is ruled that, "all servants of the East India Company whether Civil or Military Covenanted or uncovenanted are strictly prohibited × × × × from being connected with banks or any other trading Companies, except

"Regulations applicable to the European in India. Page 967.

as

(100) 197 528

as simple share holders".

Do. page 968.

3. The Secretary of State in his despatch No. 22, d. 10 August 1861, on the subject of the possession of landed property in India by public servants of the State, ruled that

"Officers of the Civil Service are at liberty to acquire and possess lands any where out of the Presidency to which they are attached, but are absolutely precluded from holding lands within their own Presidency".

Do. p. 970

4. In Despatch No. 46, d. 31 May 1862, relating to the case of public Officers who might take part in any Company formed for working the Gold Mines in the Dimmul hills, the Secretary

Secretary of State said.
"as a general rule, I see no objection to servants of Government holding shares in mining or other Companies, having for their object the developement of the resources of the Country; and the only restriction, I think it necessary to impose is that all public servants shall take no part in the management of such institutions and shall not be employed in the Districts where the operations of the Company may be carried on".

5. As regards Covenanted Civilians holding land in Native States the Secretary of State in Despatch No. 22, d. 25 November 1862, agreed

Notification, Home Dept, 16 Jany /63. Calcutta Gazette. p. 113.

with

(107) 159 538

with the Govt. of India "in viewing with disapproval the holding by Covenanted civil Servants of lands in Native States", and considered "that the same objection applies to the holding of such lands by Military Officers in the actual Service of the Crown in India."

"The right of officers civil or Military, to hold shares in the Agricultural Companies operating in Native States may be regulated by the same rules as apply to their holding shares in similar Companies within the British territories."

6. The principle laid down in the above rulings is embodied in the Standing Orders of the Madras Board of Revenue. thus

Order No. 241. p. 343.

Covenanted

"Covenanted Officers are prohibited from holding lands within the Presidency for farming purposes under any circumstances whatever, whether they are personally engaged in their manage-ment or not, and whether or not the lands are si-tuated in the districts in which they are employed. In the case of Companies formed for the develope-ment of the resources of the Country, agriculturally or otherwise, there is no objection to Civil Servants holding shares, provided they take no part in the management and are not employed in the districts where the operations of the Company are carried on - This permission is not to be taken to extend to,

mere

201 565 152

were speculations in the funds or shares."

7. Again, the Madras Army Regulations – Section 7, Clause 578 – rule that "Officers are strictly prohibited from taking any part in the management of banks in India or from being connected with banks, or any other trading companies, except as simple share-holders, the only exception to this rule being in favor of ex-officio directors or Secretaries of Government banks. This prohibition is not however intended to apply to Officers on the invalid establishment.

8. These standing orders & Regulations on the subject of Officers of all

Depts.

Departments Civil & Military engaging in Mercantile, trading or speculative transactions are clear and distinct; and it is quite obvious from the papers above recorded that Mr. Gribble has violated both the spirit and letter of these Orders, in soli-citing and negotiating a concession from the Punganur Zamindar, to an Association of which Mr. Gribble was himself a member, of the mining rights in his estate, and that he has also debarred himself from continued employment in the Districts× marginally noted, and possibly in others, in which the operations of the South Indian Prospecting Association

× Nellore.
North Arcot.
South Arcot.
Cuddapah.
Salem.

403 205 558

Association are being carried on.

9. His Grace the Gov. in Council has therefore no alternative (notwithstanding that he has been now informed that the lease obtained from the Punganur Zamindar, and to which he objected has been cancelled), but to remove Mr. Gribble from his present post of Ag. Dist. & Session Judge of Nellore, and to place him out of employ pending the decision of the Secretary of State to whom the whole of the papers will be referred.

10. His Grace in Council resolves to take the present opportunity of republishing in the Official Gazette

Whether.

Gazette, the Proceedings of Government in the Revenue Dept. d/ 12th February 1863, No. X, which contain the Despatch from the Secretary of State d/ 25 November 1862, disapproving of Officers of the Civil & Military Departments holding land in Native States; and the special attention of all Officers, covenanted or uncovenanted, civil or military will be drawn to the same -

Fill in at Madras.

11 - His Excellency the Commander in Chief's remarks in respect of certain Military Officers will be dealt with in the Military Department -

Ansd. [illegible] on 29/10/60
Sec. Dept. 1/11/60

To
1 The Collector of N. Arcot -
2 " Revenue Dept - 6
3 " Military Do. 6
J. D. B. Gribble Esqr. - Ord.

205

106

7 hr. 4 Ms & O. 12
Fs & O - 30
C of C's Mins - 6

1- Proceedings without minutes
2 - - do - - do
3 - - do - with copy of the Ltr. to C. in C's minute - i.e. [illegible]
4 - - do - without [illegible]

105

208

Govt. of {1880} Madras.

B

G. O., 22 Oct. 1880, No. 15

Nos. 70-81

Mr Gribble ... asked removing ... from his appoint... ment pending the decision of the Se... of State owing to part taken by him in obtaining from Zemindar of ... on behalf of a co... which he is a ... the exclusive ... to mining in ... estate

84/RF